

Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000

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## **AGENDA**

### **WORK SESSION OF THE CITY COUNCIL**

**APRIL 26, 2005**

**6:00 P.M.**

**TOWN HALL CONFERENCE ROOM**

**5300 BELT LINE ROAD**

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### **WORK SESSION**

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Item #WS1 - Presentation of Department's Quarterly Operation Reports.

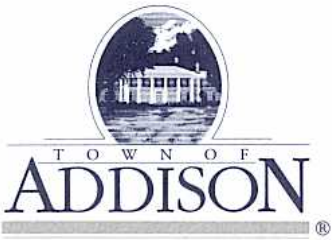
- Parks & Recreation
  - Information Technology
- 

Adjourn Meeting

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Posted 5:00 p.m.  
April 21, 2005  
Carmen Moran  
City Secretary

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS  
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST  
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**



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## **AGENDA**

### **REGULAR MEETING OF THE CITY COUNCIL**

**April 26, 2005**

**7:30 P.M.**

**COUNCIL CHAMBERS**

**5300 BELT LINE ROAD**

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### **REGULAR SESSION**

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Item #R1 - Consideration of Old Business.

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Item #R2 - Consent Agenda.

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## CONSENT AGENDA

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#2a - Approval of the Minutes for the April 12, 2005 and April 19, 2005 Council Meetings.

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#2b - Consideration and approval of a 9-1-1 billing agreement with AMA Tech Tel Communications, which have a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

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#2c - Consideration and approval of a Resolution to award bid to Trash King in the amount of \$27,147.47 for trash containers and pick-up of trash at municipal facilities.

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#2d - Consideration and approval of a Resolution to award bid to Today's Electric in the amount of \$30,000 for outdoor lighting maintenance and miscellaneous electrical repairs.

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Item #R3 - Presentation of a check to Wipe Out Kids Cancer from contributions raised during the Town of Addison's Employee Action Committee Bowl-A-Thon held on April 7, 2005.

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Item #R4 - Consideration and approval of a Resolution approving a design fee proposal with RTKL in the amount of \$78,000 for professional urban design and landscape architecture services for the Belt Line Road Corridor.

Attachments:

1. Council Agenda Item Overview
2. RTKL Design Fee Proposal
3. Hourly Work Hour Estimate

Administrative Recommendation:

Administration recommends approval.

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Item #R5 - Consideration and approval of a Resolution approving a design fee proposal with RTKL in the amount of \$52,000 for professional landscape architecture services relating to preparation of a Comprehensive Streetscape Plan and Street Tree Planting and Management Plan for the Town of Addison and the Addison Arbor Foundation.

Attachments:

1. Council Agenda Item Overview
2. RTKL Design Fee Proposal
3. *Hourly Work Hour Estimate*

Administrative Recommendation:

Administration recommends approval.

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Item #R6 - Consideration and approval of a Resolution for approval of matching funds in the amount of \$14,415.00 in conjunction with the Assistance to Firefighters Grant from the Department of Homeland Security for the purchase of Motorola mobile and hand held radios and support equipment.



Attachments:

1. Council Agenda Item Overview
2. Memorandum from Noel Padden

Administrative Recommendation:

Administration recommends approval.

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Item #R7 - Consideration and approval of a Resolution authorizing the City Manager to enter into an agreement with Pennington Performance Group for professional services in the amount of \$76,480.00 for organizational development projects.

Attachments:

1. Council Agenda Item Overview
2. Proposal

Administrative Recommendation:

Administration recommends approval.

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Item #R8 - Consideration and approval of a Resolution for award of bid and authorizing the City Manager to enter into a contract with ASI/Modulex in the amount of \$29,200 for the construction and installation of two kiosks in Addison Circle Park to be used by Event sponsors for event signage.

Attachments:

1. Council Agenda Item Overview
2. Bid Evaluation
3. Bid Tabulation

Administrative Recommendation:

Administration recommends approval.

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Adjourn Meeting

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Posted 5:00 p.m.  
April 21, 2005  
Carmen Moran  
City Secretary

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## OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

April 12, 2005  
7:30 p.m. - Council Chambers  
5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Braun, Hirsch, Mellow, Niemann,  
Ryland, Turner  
Absent: None

### Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Tyrone Cogshell (Visitor Services), JJ Kaiser (Fire), Jose Flores (Parks).

### Item #R2 - Consent Agenda.

Item #2b was considered separately.

#2a – Approval of the Minutes for the March 22,2005 Council Meeting. (Approved as written)

#2c – Consideration of approval of a final plat for Beltway-Quorum Addition, Lot 1A and 2, Block A, 2 lots on 6.407 acres, located at the northeast corner of Addison Road and Belt Line Road, on application from Beltway Development Company, represented by Mr. Brian J. Parker of Kimley-Horn Associates, Inc. (Approved, subject to no conditions)

Councilmember Niemann moved to duly approve the above listed items.  
Councilmember Turner seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner  
Voted Nay: None  
Absent: None

Item #2b – Consideration of approval of award of bid and a Resolution authorizing the City Manager to enter into a contract in the amount of \$57,077.00 to Battson Contracting Company, Inc. for the construction of a storm drainage system in the Easement Linear Park behind the Addison Athletic Club.

Councilmember Braun moved to duly approve Resolution No. R05-040 authorizing the City Manager to enter into a contract in the amount of \$57,077.00 to Battson Contracting Company, Inc. for the construction of a storm drainage system in the Easement Linear Park behind the Addison Athletic Club.  
Councilmember Ryland seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner  
Voted Nay: None  
Absent: None

Item #R3 – Appointment of two members to the Planning and Zoning Commission.

Councilmember Ryland moved to reappoint Ted Bernstein to the Planning and Zoning Commission. Councilmember Mellow seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner  
Voted Nay: None  
Absent: None

Councilmember Ryland moved to appoint Alan Wood to the Planning and Zoning Commission. Councilmember Turner seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner  
Voted Nay: None  
Absent: None

Item #R4 – Presentation on the funding status of the Arapaho Road Extension Project.

No action was taken.

Item #R5 – Consideration of approval of Change Order No. 3, in the amount of \$124,766.25, for the construction of Arapaho Road, Phase III, from Surveyor Blvd. to Addison Road.

Councilmember Niemann moved to duly approve Change Order No. 3, in the amount of \$124,766.25, for the construction of Arapaho Road, Phase III, from Surveyor Blvd. to Addison Road. Councilmember Turner seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner  
Voted Nay: None  
Absent: None

Item #R6 – Consideration of approval of an amendment to the Engineering Services Agreement with HNTB Corporation, in an amount not to exceed \$149,874.00, for additional inspection services on the Arapaho Road, from Surveyor Blvd. to Addison Road, project.

Councilmember Turner moved to duly approve an amendment to the Engineering Services Agreement with HNTB Corporation, in an amount not to exceed

\$149,874.00, for additional inspection services on the Arapaho Road, from Surveyor Blvd. to Addison Road, project. Councilmember Ryland seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner  
Voted Nay: None  
Absent: None

Item #R7 – **PUBLIC HEARING** and consideration of an Ordinance approving an amendment to an existing Special Use Permit for a restaurant and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 5100 Belt Line Road, Suite 852 (Village on the Parkway), on application from Gloria's Restaurant, represented by Mr. Matthew Stevens Crittenden.

Mayor Wheeler opened the meeting as a Public Hearing. There were no questions or comments. Mayor Wheeler closed the meeting as a Public Hearing.

Councilmember Niemann moved to duly pass Ordinance No. 005-013 approving an amendment to an existing Special Use Permit for a restaurant and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 5100 Belt Line Road, Suite 852 (Village on the Parkway), on application from Gloria's Restaurant, represented by Mr. Matthew Stevens Crittenden subject to no conditions. Councilmember Braun seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner  
Voted Nay: None  
Absent: None

Item #R8 – **PUBLIC HEARING** and consideration of an Ordinance approving a change of zoning from Commercial-1 to a Planned Development district with restaurant, and sale of alcoholic beverages for on-premises consumption as allowed uses, subject to the approval of a Special Use Permit, located on 1.760 acres 300 feet east of the application from Beltway Commercial Real Estate Company.

Mayor Wheeler opened the meeting as a Public Hearing. There were no questions or comments. Mayor Wheeler closed the meeting as a Public Hearing.

Councilmember Niemann moved to duly pass Ordinance No. 005-014 approving a change of zoning from Commercial-1 to a Planned Development district with restaurant, and sale of alcoholic beverages for on-premises consumption as allowed uses, subject to the approval of a Special Use Permit located on 1.760 acres 300 feet east of the application from Beltway Commercial Real Estate Company. Councilmember Turner seconded. Motion carried.



Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner  
Voted Nay: None  
Absent: None

Item #R9 – **PUBLIC HEARING** and consideration of an Ordinance approving a Special Use Permit for a restaurant, and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, located on 1.760 acres 300 feet east of the northeast corner of Addison Road and Belt Line Road, on application from On the Border Mexican Grill & Cantina, represented by Mr. Brian J. Parker on Kimley-Horn and Associates, Inc.

Mayor Wheeler opened the meeting as a Public Hearing. There were no questions or comments. Mayor Wheeler closed the meeting as a Public Hearing.

Councilmember Hirsch moved to duly pass Ordinance 005-015 approving a Special Use Permit for a restaurant, and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, located on 1.760 acres 300 feet east of the northeast corner of Addison Road and Belt Line Road, on application from On the Border Mexican Grill & Cantina, represented by Mr. Brian J. Parker of Kimley-Horn and Associates, Inc, subject to the following conditions:

- all engineering plans and specifications must be approved prior to the issuance of a building permit.
- the proposed east-west ingress/egress design must be coordinated directly with proposed engineering design of Addison Road.
- all cementitious siding shown on the proposed elevations for On the Border be replaced with either stone or brick, with the drawings for the revised elevations subject to the approval of the Director of Development Services.

Councilmember Ryland seconded. Motion failed

Voting Aye: Hirsch, Ryland  
Voting Nay: Wheeler, Braun, Mellow, Niemann, Turner  
Absent: none

Councilmember Niemann moved to duly pass Ordinance 005-015 approving a Special Use Permit for a restaurant, and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, located on 1.760 acres 300 feet east of the northeast corner of Addison Road and Belt Line Road, on application from On the Border Mexican Grill & Cantina, represented by Mr. Brian J. Parker of Kimley-Horn and Associates, Inc, subject to the following conditions:

-all engineering plans and specifications must be approved prior to the issuance of a building permit.

-the proposed east-west ingress/egress design must be coordinated directly with proposed engineering design of Addison Road.

-all cementitious siding shown on the proposed elevations for On the Border be replaced with either stone or brick or stucco, with the drawings for the revised elevations subject to the approval of the Director of Development Services.

Councilmember Turner seconded. Prior to a vote on the item, Councilmember Hirsch proposed the following amendment to Councilmember Niemann's motion:

-all cementitious siding shown on the proposed elevations for the banquet room, on the west end of the On the Border building, be replaced with either stone or brick. The remaining cementitious siding shown on the front and east side of the building, shall be replaced with brick, stone, or stucco, with the drawings for the revised elevations subject to the approval of the Director of Development Services.

Councilmember Ryland seconded. Motion on the amendment carried.

Voting Aye on the amendment: Braun, Hirsch, Mellow, Ryland

Voting Nay on the amendment: Wheeler, Niemann, Turner

Absent: None

Councilmember Niemann's motion, as amended, was as follows:

-all engineering plans and specifications must be approved prior to the issuance of a building permit.

-the proposed east-west ingress/egress design must be coordinated directly with proposed engineering design of Addison Road.

-all cementitious siding shown on the proposed elevations for the banquet room, on the west end of the On the Border building, be replaced with either stone or brick. The remaining cementitious siding shown on the front and east side of the building, shall be replaced with brick, stone, or stucco, with the drawings for the revised elevations subject to the approval of the Director of Development Services.

The amended motion carried.

Voting Aye: Braun, Hirsch, Mellow, Ryland

Voting Nay: Wheeler, Niemann, Turner

Absent: None

Item #R10 – Consideration of an Ordinance approving a meritorious exception to Sec. 62-183, Number of Signs, for Asian Fusion restaurant located at 4980 Belt Line Road, Suite 100.

Councilmember Niemann moved to deny the request for a meritorious exception to Sec. 62-183, Number of Signs, for Asian Fusion restaurant located at 4980 Belt Line Road, Suite 100. Councilmember Turner seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner  
Voted Nay: None  
Absent: None

Item #R11 – Presentation on the revised Airport Fund Long-Term Plan.

No action taken.

Item #R12 – Consideration of approval of award of bid and a Resolution authorizing the City Manager to enter into a contract in the amount of \$103,562.00 with Jeske Construction Co., for the Airport Vehicle Access Road Paving Improvements.

Councilmember Ryland moved to duly approve Resolution No. R05-041 authorizing the City Manager to enter into a contract in the amount of \$103,562.00 with Jeske Construction Co., for the Airport Vehicle Access Road Paving Improvements.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner  
Voted Nay: None  
Absent: None

Item #R13 – Consideration of approval and a Resolution authorizing the City Manager to enter into a sponsorship contract with Star Brand Imports in the amount of \$20,000 plus in-kind benefits subject to the review and approval of the city attorney for Paulaner to be primary import draft beer sponsor of the 2005 Addison Oktoberfest with the option to mutually renew for the 2006 and 2007 events.

Councilmember Braun moved to duly approve Resolution No. R05-042 authorizing the City Manager to enter into a sponsorship contract with Star Brand Imports in the amount of \$20,000 plus in-kind benefits subject to the final approval of the city attorney for Paulaner to be primary import draft beer sponsor of the 2005 Addison Oktoberfest with the option to mutually renew for the 2006 and 2007 events. Councilmember Ryland seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner  
Voted Nay: None  
Absent: None

Item #R14 – Consideration of approval of proposal for the construction of two kiosks in Addison Circle Park to be used by Event Sponsors.

Councilmember Niemann approved the proposal for construction of two kiosks in Addison Circle Park to be used by Event sponsors. Councilmember Mellow seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner  
Voted Nay: None  
Absent: None

Item #R15 – Consideration of approval and a Resolution authorizing the City Manager to enter into an agreement with Huitt-Zollars, Inc. in the amount of \$38,500 for professional design services for Quorum Drive Parking and Streetscape Improvements, located on the west side of Quorum Drive from Goodman Avenue to the north district boundary of Addison Circle.

Councilmember Ryland moved to duly approve Resolution No. R05-043 authorizing the City Manager to enter into an agreement with Huitt-Zollars, Inc. in the amount of \$38,000 for professional design services for Quorum Drive Parking and Streetscape Improvements, located on the west side of Quorum Drive from Goodman Avenue to the north district boundary of Addison Circle. Councilmember Turner seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner  
Voted Nay: None  
Absent: None

**EXECUTIVE SESSION.** At 10:35 p.m., Mayor Wheeler announced that the Council would convene into Executive Session to discuss the following item:

Item #ES1 - Closed (executive) session of the City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney to seek the advice of its attorney about pending litigation, to wit: *Aventura Condominium Association, Inc. v. Addison Spectrum, L.P., et al v. Town of Addison, et al*, Case No. 03-09222-H, 160<sup>th</sup> Judicial District Court, Dallas County, Texas, and on a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 552, Tex. Gov. Code.

The Council came out of Executive Session at 11:56 p.m.

There being no further business before the Council, the meeting was adjourned.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Secretary



OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

April 19, 2005  
7:30 p.m. - Council Chambers  
Special Session  
5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Braun, Hirsch, Mellow, Niemann,  
Turner  
Absent: Ryland

Item #S1 – Discussion and consideration of any action necessary in connection with the offer of financial or other incentive to a business prospect that the City Council seeks to have locate or expand in the Town of Addison, Texas and with which the City Council is conducting economic development negotiations.

The item was tabled until later in the meeting.

**EXECUTIVE SESSION.** At 8:10 p.m., Mayor Wheeler announced that the Council would convene into Executive Session to discuss the following item:

Item #ES1 - Closed (executive) session of the City Council pursuant to Section 551.087, Texas Government Code, to discuss and deliberate regarding commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate or expand in the Town of Addison, Texas and with which the City Council is conducting economic development negotiations, and to deliberate the offer of financial or other incentive to such business prospect.

The Council came out of Executive Session at 8:58 p.m.

Item #S1 was re-opened and considered.

Item #S1 – Councilmember Niemann moved to authorize the City Manager to execute the Memorandum of Understanding (“MOU”), based on what was discussed during the executive session. Councilmember Braun seconded. Motion carried.

Voting Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Turner  
Voting Nay: None  
Absent: Ryland

There being no further business before the Council, the meeting was adjourned.

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Mayor

Attest:

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City Secretary

**Council Agenda Item: #2b**

**SUMMARY:**

Council approval is requested of a 9-1-1 billing agreement with the following communication carrier which has received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

AMA TechTel Communications

**FINANCIAL IMPACT:**

No financial impact to the Town will be realized, as this carrier is currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$580,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from this billing agreement will simply replace the fees the Town would have received from SBC.

**BACKGROUND:**

Section 82.202 of the Town's code of ordinances requires that all 9-1-1 carriers establish an agreement with us. Many carriers are operating without a formal agreement, and we are attempting to document each carrier. The carrier listed above has submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above company, Addison will have approximately 40 current 9-1-1 contracts.

**RECOMMENDATION:**

It is recommended council authorize the city manager to enter into a 9-1-1 agreement with the provider listed above.

RCM:rm

Attachment

STATE OF TEXAS           §  
                                       §  
 COUNTY OF DALLAS       §                                   **9-1-1 EMERGENCY SERVICE AGREEMENT**

This 9-1-1 Emergency Service Agreement ("Agreement") establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by AMA TechTel Communications ("Company") with the Town of Addison, Texas ("City") (collectively "Parties").

**WHEREAS**, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity ("CCN"); and

**WHEREAS**, a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas ("PUC") on September 1, 1995, for each service area(s) within the territory of the City; and

**WHEREAS**, Company is a holder of either a certificate of operating authority or a service Company certificate of operating authority that has received certificate number 60348 from the PUC and, therefore, a service supplier and a service provider of local telecommunications service ("service supplier") pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*, 772.001 *et seq.*, or other applicable law pertaining to home rule cities (including the ordinances, rules and regulations of the City) (collectively "the Applicable Laws"), as amended, that must provide 9-1-1 emergency service to that portion of the Company's service area located within the territory of the City; and

**WHEREAS**, the City is Texas home rule city and a political subdivision of the State of Texas.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Town of Addison, Texas and AMA TechTel Communications do covenant, contract and agree as follows:

1. **Compliance with Laws.** Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the City pursuant to the authority vested in the City.

2. **Emergency Service Plan.** Company shall submit for the City's approval a plan for the Company's provision of 9-1-1 emergency service within the territory covered by the City. The plan is provided as Attachment No. 1. The plan shall consist of an explanation with sufficient specificity for the City to determine Company's compliance with the requirements of this Agreement. Company may submit the plan, or any part of the plan, that it considers trade secret, confidential, and/or proprietary or that would give another service supplier a competitive advantage, under seal and subject to a confidentiality agreement in accordance with law. The City shall keep the plan or any part of the plan confidential to the extent permitted by law. Upon receiving a request for Company's plan or any part of Company's plan that Company submitted under seal and subject to a confidentiality agreement, the City shall request an Attorney General Open Records



Decision pursuant to the Texas Public Information Act, Ch. 552, Tex. Gov. Code, as amended, and shall notify Company concurrently with its request for the Attorney General Open Records Decision. The City shall not release any information that is subject to a confidentiality agreement executed between the Parties until the Attorney General issues an Attorney General Open Records Decision resolving the request for Company's plan or any part of the plan. The City is not required to request an open records decision ruling regarding information for which there has been an open records ruling that such identical information is public information.

3. **Interconnection.** Company's interconnection arrangements for 9-1-1 emergency service shall meet the minimum standards in

- a. PUC Substantive Rule 26.272, as amended or superseded;
- b. the Applicable Laws addressing, including, or interpreting standards or features for 9-1-1 emergency service applicable to Company;
- c. and any requirements promulgated in the future by the City pursuant to the authority vested in the City by the Applicable Laws and the applicable provisions of this Agreement.

Where possible, Company may exceed the above standards.

4. Company shall provide to the City an equal or, where possible, a greater level of service and functionality from the Company switch to the tandem, also known as the 9-1-1 selective router, as is currently provided by Southwestern Bell, the incumbent local exchange company.

The City may amend its 9-1-1 emergency service requirements from time to time. Unless a shorter time period is necessary to protect the public safety, the City shall permit Company one hundred eighty (180) days to comply with the City's amendments. Where a shorter time period is necessary to protect the public safety, the City shall permit Company the greatest length of time possible, without jeopardizing the public safety, and where possible the Parties shall negotiate the shorter time period.

5. **Service Establishment.** Company proposes to commence local service in its authorized service area on \_\_\_\_\_ ("Service Establishment Date"). Before cutover on the Service Establishment Date, both Company and the City will test the Company's 9-1-1 emergency service as set forth in Attachment No. 2. The testing requirements and procedures shall be mutually agreed upon by the Company and the City. Final approval as to the adequacy of installation of 9-1-1 emergency service shall rest with the City. The City shall not withhold written final approval upon Company's satisfactory provision of the 9-1-1 emergency service required by this Agreement. Satisfactory provision shall be the working provision of the 9-1-1 emergency service required by the Agreement and provided by Company to interconnection with the incumbent local exchange company CCN holder but not including the incumbent local exchange company CCN holder's 9-1-1 emergency service. The City shall provide Company with final approval in writing within three (3) working days of testing.

6. **Changes to Facilities.** Unless a shorter time period is necessary to protect the public safety, Company shall notify the City of any changes or expansion in its facilities, service area(s), or other changes affecting the routing or completion of all calls which are affected by or



which affect the provision of 9-1-1 emergency service, no later than forty-five (45) days in advance of such change or expansion. Such notice shall include a reference to this section of this Agreement, specifying the responsibility of the City to respond within twenty (20) days. The City shall notify Company, no later than twenty (20) days following receipt of Company's notice, if the City has concerns with Company's proposed changes or expansion and shall provide specificity regarding such concerns. Changes to the plan shall be deemed approved on the proposed implementation date if the City does not comply with this twenty (20) day response requirement. If the City notifies Company that the proposed changes or expansion raise concerns, the City shall work in good faith with Company to resolve such concerns as soon as possible; in no event shall the City notify Company of its decision later than five (5) days before the proposed implementation date. Any proposed changes in the plan shall not affect approval for Company's current plan to which the City had granted prior approval. Company shall provide to the City within twenty (20) days the revisions to the plan, in the form of a modified Attachment No. 1, upon the City's approval of the changes or expansion. Where a shorter time period is necessary to protect the public safety, the City shall permit Company the greatest length of time possible, without jeopardizing the public safety, and where possible the Parties shall negotiate a shorter time period.

7. **Use of Tandem.** Unless negotiated and agreed to by the Parties in advance, Company shall use the tandem, also known as the 9-1-1 selective router, designated and approved by the City and shall not directly trunk to any Public Safety Answering Point ("PSAP"), as reflected on Attachment No. 1, illustrating Company's tandem arrangements. Unless Company uses a tandem negotiated and agreed to by the Parties in advance, the tandem designated and approved by the City shall provide 9-1-1 emergency service required by the City pursuant to this agreement.

8. **Billing, Collection, Remittance of Fees.** Company shall bill, collect, and remit the appropriate 9-1-1 emergency service fee to the City, as provided in the Applicable Laws and reflected in Attachment No. 3.

The initial payment due, whether quarterly or monthly, is due no later than the 30th day after the last day of the calendar quarter or month, whichever is applicable, in which the fees were collected. Remittances shall be made by direct deposit to the City's bank or by check, the procedure to be designated by mutual agreement of the Parties. A report shall be sent by U.S. mail by Company or Company's designated agent, to City Finance Director, Town of Addison, P. O. Box 9010, Addison, Texas 75001-9010. That report, to be made quarterly, shall state the number of subscriber lines, designating the number of both residential and business lines, for which fees have been collected and are being transmitted. At all times Company shall be responsible for the accuracy of the report. From time to time, the governing body of the City may change the 9-1-1 emergency service fee. Such changes shall be communicated to Company for changes in Company's collection and remittance of 9-1-1 emergency service fee, according to the provisions of the Applicable Laws. The City shall notify Company of any change Company must make in Company's collection and remittance of 9-1-1 emergency service fee with sufficient advance time, but not to exceed 91 days before the date the change takes effect, to permit Company's billing system to comply timely with the change. Furthermore, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects. If agreed to by the City, Company may deduct the Network Service Charges from the fees collected in this section before making remittance to the City.



9. **Network Service Charges.** All Company Network Service Charges billed to the City for 9-1-1 emergency service by Company shall comply with all applicable federal and state laws and rules, including PUC Substantive Rule 23.97. The Company's Schedule of Network Service Charges to be billed the City shall be provided with this Agreement as Attachment No. 4. Subject to the Parties' negotiation and agreement, Company may revise Company's Schedule of Network Service Charges from time to time in order to recover the reasonable costs that Company incurs for 9-1-1 emergency service. Unless the Parties agree to a different remittance schedule, the City shall remit the Network Service Charges monthly or quarterly in accordance with the remittance schedule in paragraph 8. The City shall make payment as directed by applicable law.

10. **Interim Number Portability.** Company and the City agree that it is in the public interest for interim number portability to be as seamless and transparent as possible to persons seeking emergency assistance by calling the number 9-1-1 and to PSAP personnel answering those 9-1-1 emergency service calls. Company shall cooperate and coordinate with the City to the fullest extent possible regarding the implementation and effect of interim number portability on the 9-1-1 emergency service and shall assist the City with educating PSAP personnel. The Parties agree that the City shall bear the cost of any PSAP modifications and Company shall bear its costs of implementing the above-described interim number portability solution.

11. **9-1-1 Database Activities.** Company shall coordinate and cooperate to the fullest extent possible with the City regarding all 9-1-1 database activities necessary to provide accurate, efficient, seamless, and transparent 9-1-1 emergency service. Company agrees to comply with current National Emergency Number Association standards and any current City requirement addressing 9-1-1 database activities or future requirements promulgated pursuant to the terms of this Agreement.

12. **Cooperation.** The Parties also agree to work in good faith with each other to resolve any disagreements and negotiations prior to the City or Company taking any formal action. Formal action shall consist of the following, in the order stated: first, alternative dispute resolution by a mutually agreed third-party; second, an administrative proceeding, including arbitration, if authorized by statute; and third, a judicial proceeding.

13. **Notice.** All notices required by or relating to this Agreement shall be deemed to have been made upon receipt and confirmation via facsimile mail and by deposit of the original facsimile mail in the U.S. mail. All notices required by or relating to this Agreement shall be addressed to the respective Parties as follows:

To City: Finance Director  
Town of Addison  
P. O. Box 9010  
Addison, Texas 75001-9010  
Telecopy: 972-450-7065

Company: AMA Tech Tel Communications  
4909 Canyon Drive  
Amarillo, TX 79110  
Telecopy: 806-359-6512



14. **Disaster Recovery Plan.** Company's Disaster Recovery Plan, as required by PUC Substantive Rule 23.97, is found on Attachment No. 5. The plan shall consist of an explanation with sufficient specificity for the City to determine Company's compliance with the requirements of this Agreement but shall not require the Company to reveal any information that the Company considers trade secret, confidential, and/or proprietary or that would give another service supplier a competitive advantage. Company's plan shall be a stand-alone plan that addresses solely Company's 9-1-1 disaster recovery procedures. City shall not withhold approval of Company's plan because City asserts that Company's plan does not include the disaster recovery plan of the incumbent local exchange company CCN holder. Company may submit the plan, or any part of the plan, that it considers trade secret, confidential, and/or proprietary or that would give another service supplier a competitive advantage, under seal. The City shall keep the plan, or any part of the plan, confidential to the extent permitted by law. Upon receiving a request for Company's plan or any part of Company's plan that Company submitted under seal, the City shall request an opinion from the Texas Attorney General as to whether or not the information requested should be released pursuant to the Texas Public Information Act, Ch. 552, Tex. Gov. Code, and shall notify Company concurrently with its request for the Attorney General decision. The City shall not release any such information that is submitted under seal until the Attorney General issues a decision resolving the request. The City is not required to request an open records decision ruling regarding information for which there has been an open records ruling that such identical information is public information.

15. **Indemnification.** Company agrees that it shall indemnify the City, its officials, officers, employees and agents against, and hold the City, its officials, officers, employees and agents harmless from, any and all liability, actions, causes of action, lawsuits, damages, judgments, costs, expenses or fees (including attorneys fees) for any injury to or the death of any person or damage to or destruction of any property that results from, arises out of, or may be occasioned by any act of gross negligence, recklessness, or intentional misconduct by Company, its officers, employees and agents, in the performance of or in connection with this Agreement. The standard of "gross negligence, recklessness, or intentional misconduct" is established by State law, and the Parties agree that, if the State law is amended, the said standard shall be amended to reflect the then current State law. Company's indemnification hereunder shall apply without regard to whether acts, errors, omission or neglect of the City would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, excepting only that Company shall not be obligated to so protect, defend, indemnify and hold harmless if such damage or injury is due to the sole negligence of the City. The terms of this paragraph 15 shall survive the termination of this Agreement.

16. **Insurance.** Company covenants and agrees that it will, at all times during the term of this Agreement and at its sole expense, maintain and carry commercial package liability insurance covering 9-1-1 service and including commercial general liability coverage, premises/operations, independent contractors, product/completed operations, personal injury, data processing errors and omissions (i.e. not excluded), and contractual liability covering, but not limited to, the indemnification provisions of this Agreement, in the amount of not less than \$1,000,000 for injury to or destruction of property or personal injury or death.



All such insurance shall: (i) be issued by a carrier which has a financial rating of A:VII or better as currently assigned in *BEST'S KEY RATING GUIDE* and is licensed to do business in the State of Texas, and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. A certificate evidencing such insurance, together with the declaration page of such policies, along with the endorsement naming the City as an additional insured, shall be delivered to the City upon the execution of this Agreement. At the City's request, Company shall make a copy of each of such policies available for the City's review. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or material modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification. The City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by the City.

17. **Default PSAP.** In a Company service area covered by a single NXX and multiple PSAPs, the City shall designate one of the PSAPs as the default PSAP that will be used by Company as the default route in the occurrence of a failure condition or emergency calls to Operator Services. The City shall require that such designated PSAP be assigned a 10-digit number and that the 10-digit number be provided to the Company for use in the occurrence of a failure condition or emergency calls to Operator Services. NXX is the three-digit switch entity indicator which is defined by the "D," "E," and "F" digits of a 10-digit telephone number within the North American Numbering Plan. The designated default information is contained in Attachment No. 6.

18. **Assignment.** Neither the City nor Company shall have the right or power to assign, transfer or otherwise convey this Agreement, in whole or in part, without the prior written consent of the non-assigning party; provided, however, that an assignment to an Affiliate of Company shall not require the consent of the City (provided that such Affiliate assumes all of the rights, duties, and obligations of Company hereunder), except that Company shall give notice of such an assignment to the City at least ten (10) days prior to such assignment or transfer. For purposes of this Agreement, *Affiliate* means (i) all persons, corporations or other entities, if any, controlled by Company, and (ii) all persons, corporations or other entities, if any, which control Company. As used in this definition of *Affiliate*, *control* means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities or partnership interests, by contract, or otherwise.

19. **Default.**

A. *Conditions of default.* The failure of Company to cooperate with the development and maintenance of the 9-1-1 database(s), or the non-payment of any charges due hereunder constitutes a condition of default under this Agreement.

B. *Notice of default.* Upon the determination by the City that a condition of default exists, the City shall notify Company in writing of the type and nature of the condition.

C. *Cure.* Company shall have ten (10) working days from the receipt of the notice of default (or such other length of time as the City may specify in the notice) to notify the City of Company's exact plan to cure the default. The plan proposed by Company must include the length of time required for the cure. If Company's proposed cure is approved by the City, Company shall begin to implement the plan immediately. If Company's proposed cure is not approved by the City,



Company shall have five working days to modify the plan according to the concerns specified by the City.

D. Remedies. Should Company not act promptly to devise a plan acceptable to the City to cure the default or be unable to cure the default within the time specified, the City shall have the right to pursue any and all legal remedies, including, without limitation, the right to terminate this Agreement.

18. Contact and Escalation List. The Company and City will exchange and periodically update, at least yearly, a contact and escalation list. The contact and escalation list are found in Attachments No. 7a and 7b.

19. Standards on Company. The City shall not impose, or fail to impose, on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

20. Applicable Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This Agreement shall be performable and all compensation payable in Dallas County, Texas. Venue under this Agreement lies in Dallas County, Texas.

21. Entire Agreement; Authorized Parties. This Agreement, together with all attachments, sets forth the entire understanding of the Parties. No representation, promise, or statement of intention has been made by either Party which is not embodied herein. The undersigned officers and/or agents of the Parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

22. Non-Exclusive Contract. Company understands and agrees that City may, at its option, without obligation to Company, contract for services with any other entity or entities for the collection of delinquent or other accounts. Collections effectuated by such other entities will in no manner entitle Company to any commission or other compensation in connection therewith.

**TOWN OF ADDISON, TEXAS**

AMA TechTel Communications  
(name of firm)

By: \_\_\_\_\_

Ron Whitehead, City Manager

By: Dell Purdy

Typed Name: Dell Purdy

ATTEST:

Its: Regulatory Compliance Mgr

By: \_\_\_\_\_

Carmen Moran, City Secretary

ATTEST:  
By: Felisha J. Caudle  
Felisha J. Caudle



**Council Agenda Item: #2c****SUMMARY:**

This item is for the award of a bid to Trash King in the amount of \$27,147.47 for trash containers and pick-up of trash at municipal facilities. This is an annual renewable contract that can be extended for two (2) twelve-month periods. The contract period is for May 1, 2005 to April 30, 2006.

**FINANCIAL IMPACT:**

Budgeted Amount: \$33,500.00

Cost: \$27,147.47.

These services were last bid in November 2000. The bid in 2000 was awarded to Trinity Waste Services with a bid of \$25,611.80. The bid submitted by Trash King is approximately 6% higher than Trinity's bid in 2000.

**BACKGROUND:**

The scope of work includes providing the appropriate trash container and pick-up at the following facilities:

- Service Center – Twice a week pick-up
- Finance Building – Once a week pick-up
- Fire Station #1 – Twice a week pick-up
- Fire Station #2/Addision Athletic Club – Twice a week pick-up
- Police Station – Twice a week pick-up
- Conference Centre – Twice a week pick-up
- Parks Department – On-call pick-up (approximately 52 times per year)
- Street Department – On-call pick-up (approximately 72 times per year)

Vendors were also asked to provide an amount that would be charged if an additional pick-up was required at each of these facilities.

124 vendors were notified of this bid and 9 vendors received plans. Five bids were received, which are listed on the attached bid tabulation form. The bid received by Champion Waste Services did not include the price for servicing Parks and Streets in the total. Staff was able to calculate a revised total bid for their services using the per pick-up charge provided by Champion Waste Services, which is reflected on the bid tabulation.

Trash King is a new solid waste provider in the Metroplex, thus staff did extensive reference checks to ensure that they provided high quality services. All of Trash King's references were excellent, emphasizing the reliability of their service and staff's responsiveness to any inquiries or service issues. In addition, Dallas County plans to award a bid for trash pick-up at county facilities to Trash King on April 20<sup>th</sup>. Staff feels confident that Trash King will be able to meet the requirements and specifications of this bid.

**RECOMMENDATION:**

Staff recommends approval of this bid.

**Trash Pick-Up at Municipal Facilities  
Bid NO 05-16**

**DUE: April 5, 2005  
2:00 PM**

BIDDER	SIGNED	Bid Bond	Base Bid
Trash King	Y	Y	\$27,147.47
Duncan Disposal	Y	Y	\$32,892.12
Waste Management	Y	Y	\$37,056.00
Trinity Waste Services	Y	Y	\$37,384.00
Champion Waste Services, Ltd.*	Y	Y	\$41,862.00

\* Champion Waste Services did not accurately calculate their bid.  
As such, staff made the necessary mathematic corrections to the  
bid amount presented above

*Shanna N. Sims*

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Shanna N. Sims, Budget and Procurement Manager

*Mary McElroy*

---

Witness

**Council Agenda Item: #2d**

**SUMMARY:**

We are recommending that the Council award a bid for an annual service agreement with Today's Electric for outdoor lighting maintenance and miscellaneous electrical repairs. There were 129 vendors notified and 28 plan holders. This is an annual renewable contract for up to three years.

**FINANCIAL IMPACT:**

Budgeted Amount: **\$30,000**  
Cost: **Estimated annual cost: \$30,000**

The estimated cost is based upon prior year's experience. Unit cost comparisons and bid tabulation are attached. The unit cost comparison shows the proposed contract versus the previous contract costs.

**BACKGROUND:**

This contract includes monthly nighttime lighting checks of all park and pedestrian lighting, as well as, outdoor lighting around municipal buildings. The parks department oversees the maintenance of over 1,500 outdoor lights consisting of bollard lights, well "up lights", pole lights, monument sign lights, fountain lights and path lights. In addition, all of the pedestrian lights in Addison Circle, Addison Circle Park, Spectrum Drive and Arapaho Road are included as part of this contract.

The bid includes an annual cost for the nighttime checks, the unit cost for one lamp change out, an hourly labor cost and a percentage markup on electrical parts other than lamps.

Staff was concerned with the wide variance of the Chickasaw and Dave Riddle bids, because it may have implied that they did not understand the scope of work. After contacting them, they indicated that they did understand the specified requirements.

Both based their labor costs on using higher salaried electricians; however, it is obvious that they significantly over estimated the time required to do the light check portion of the bid. Both companies perform standard electrical installations and repairs without prior experience on this type of service contract. This required them to either rent or buy new boom lift vehicles to do the work, which was also factored into their bids. In addition, their unit costs for lamp change outs were also double or triple the unit cost of the two low bidders.

**RECOMMENDATION:**

The Town has been under contract with Today's Electric since 2002. We have found them to be responsive to our maintenance needs, thus we recommend approval.

Attachments - Bid Tabulation  
Previous Contract Cost Comparison

**Lighting Maintenance - Annual Contract**  
**Bid NO 05-18**

**DUE: April 12, 2005**  
**2:30 PM**

<b>BIDDER</b>	<b>SIGNED</b>	<b>Light Check Cost</b>	<b>Light Replacement Costs</b>	<b>Labor for Misc. Repairs (\$/hour)</b>	<b>Parts for Misc. Repairs (%)</b>
Today's Electric, Inc.	y	\$ 1,440.00	\$ 2,876.21	\$40/hour	15%
Amtech Lighting Services	y	\$ 2,220.00	\$ 2,848.26	\$60/hour	20%
Chicksaw Electrical Corporation	y	\$ 12,000.00	\$ 7,256.00	\$65/hour	15%
Dave Riddle Electric Company	y	\$ 129,552.00	\$ 9,004.00	\$75/hour	15%

*Shanna N. Sims*

\_\_\_\_\_  
Shanna N. Sims, Budget and Procurement Manager

*Mary McCaffrey*

\_\_\_\_\_  
Witness

## Lighting Maintenance Unit Cost Comparison

	<u>Annual Nighttime Light Check</u> (Once Per Month)	<u>Lamp Replacement</u> (One Lamp Change Out)	<u>Hourly Labor Rate</u>	<u>% For Parts Markup</u> (Does not include Lamps)
Today's Proposed Contract 2005	\$1,440.00	\$2,876.21	\$40.00	15%
Today's Previous Contract - 2002	\$1,176.00	\$2,844.00	\$39.00	25%

## **Council Agenda Item: #R3**

**There are no attachments for this item.**



## **Council Agenda Item: #R4**

### **SUMMARY:**

Staff recommends that the Council approve a design fee proposal from RTKL totaling \$78,000 for professional urban design and landscape architecture services aimed at preparing a conceptual plan for streetscape improvements for the Belt Line Road Corridor.

### **FINANCIAL IMPACT:**

Budgeted Amount:     **\$78,000**

Cost:                     **\$78,000**

Funds are available from bond proceeds associated with the \$11 million Belt Line Road Streetscape project.

### **BACKGROUND:**

Last year RTKL completed a study and provided a series of presentations to identify pertinent issues and challenges facing the re-invigoration of the Belt Line Road Corridor. They identified specific challenges such as:

- How to create points of activity along the corridor's experience to provide heightened interest and activity.
- How to bring visual order to the corridor's appearance to overcome it's unorchestrated collection of civil, landscape, architectural and programmatic improvements.
- How to create stronger physical closure along the corridor to mitigate the "missing teeth" effect created by restaurant pad sites.
- How to promote the redevelopment of key blocks.
- How to guide the potential for a transit-oriented anchor in the area currently defined by warehousing and storage uses.
- How to allow a stronger transition to the corridor along the north-south roads.
- Potential improvements to the Belt Line Road street section and its related streetscape.

This proposal specifically addresses services to prepare conceptual streetscape improvements and enhancements for the Belt Line Road Corridor to help bring order to the corridor's visual appearance. The scope of the design effort will focus on the entire length of Belt Line Road.

The purpose of the plan is to:

- Serve as a template for planting guidelines for the entire Belt Line Road Corridor with emphasis on creating consistent street tree planting along the corridor at adequate spacing to increase adjacent business visibility.
- Define the standard for any future street tree planting on Belt Line Road.



- The Belt Line Corridor Conceptual Streetscape Plan will become an integral component of the Addison Arbor Foundation comprehensive Street Tree Planting Plan and Management Plan being prepared under a separate scope of work.

Based upon RTKL's hourly staffing estimates compared to the scope of services, staff believes the fee is reasonable. The estimated time for completion of the plan will be approximately 4 to 6 weeks.

Attachments: RTKL Design Fee Proposal  
Hourly Work Hour Estimate



March 24, 2005  
Revised April 1, 2005  
**Revised April 18, 2005**

**Via Email Only**

Mr. Slade Strickland  
Director, Parks and Recreation Department  
5300 Belt Line Rd.  
Dallas, Texas 75254

*Baltimore*

*Chicago*

*Dallas*

*London*

*Los Angeles*

*Madrid*

*Miami*

*Shanghai*

*Tokyo*

*Washington*

**Re: Belt Line Road Corridor Conceptual Streetscape Plan**

Dear Slade:

RTKL is pleased to present this proposal to provide professional urban design and landscape architectural services aimed at preparing a conceptual plan for streetscape improvements along Belt Line Road. The goal of the concept plan is to serve as the template to be used for the re-invigoration of the Belt Line Corridor, initiated previously in studies prepared by RTKL.

**UNDERSTANDING**

RTKL will provide professional services to design conceptual streetscape improvements and enhancements for the Belt Line Road Corridor that help to bring order to the corridor's visual appearance. The scope of this design effort will focus on the entire length of Belt Line Road through the Town of Addison.

The conceptual plan will serve as a template for planting guidelines for the entire Belt Line Road Corridor with emphasis on creating consistent street tree planting along the corridor at adequate spacing to increase adjacent business visibility. Regardless of the final design approval and streetscape implementation timeline, the conceptual plan will define the standard for any future street tree planting on private and public development fronting Belt Line Road along street sections between the intersections.

The plan will include typical sections showing grade level planting options including groundcover, ornamental grasses and shrubs along with decorative paving options for turn lane medians. Additionally, raised concrete planters will be considered for center medians on Belt Line where feasible.

The Belt Line Corridor Conceptual Streetscape Plan will illustrate concepts typical of the major intersections including options of the physical forms/hardscape proposed for each major intersection type.

1717 Pacific Avenue  
Dallas, TX 75201-4688  
[www.rtkl.com](http://www.rtkl.com)  
TEL 214 871 8877  
FAX 214 871 7023



Mr. Slade Strickland  
Re: Belt Line Road Conceptual Streetscape Plan  
March 24, 2005  
Revised April 1, 2005  
Revised April 18, 2005  
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The conceptual streetscape improvements and enhancements will incorporate appropriately scaled entry features, street intersection enhancements, streetscape landscape enhancements, parking screening, street furniture and pedestrian scaled street lighting. The streetscape components will incorporate high quality materials yet be cost effective, and will allow for flexibility to accommodate varying contextual conditions along the Corridor. The enhancements will be planned and designed to help distinguish the Belt Line Road Corridor within the Dallas/ Fort Worth area.

It is understood that the plans will consider flexible solutions for slip roads/streets, dedicated public and/or private landscape easements, pedestrian access easements, etc. recognizing that redevelopment will occur over a period of time. Recommendations for potential easements and right-of-way dedication may be made during the conceptual design phase.

Once approved, the Belt Line Corridor Conceptual Streetscape Plan will become an integral component of the Addison Arbor Foundation Comprehensive Street Tree Planting Plan and Management Plan being prepared under a separate scope of work.

#### **SCOPE OF SERVICES**

This proposal provides the urban design and landscape architecture necessary to complete conceptual streetscape design with associated opinions of probable costs for the project, as we currently understand. The following is our proposed scope of professional services.

#### ***Phase One: Conceptual Design Phase***

##### **Task 1.1: DATA ASSEMBLY**

Working closely with you and your staff, RTKL will assemble necessary base data to facilitate our design effort. This will include current aerial photographs, plat maps, and surveys showing the collection of building footprints, property lines, existing curb locations, etc. along the entire Belt Line Road corridor running through Addison. Data collected during this task will supplement any existing data that was assembled in previous work efforts for the Belt Line Re-Invigoration studies provided by RTKL.

##### **Task 1.2: CONCEPTUAL STREETScape PLAN**

Conceptual planning and streetscape design will be prepared to illustrate the scope and nature of the improvements and enhancements for the Corridor. RTKL will prepare or provide the following professional services:

- Meet with the Town to confirm the overall project scope. This meeting will serve as the project kick-off meeting.





- Prepare and present to Town staff (2) unifying streetscape theme concepts. Present exhibits of the entire project area that will show information enough to identify all major elements of the project as directed by the Town Staff.
- Coordinate design concepts with Town of Addison Public Works and Transportation Department.
- Prepare and present to Town staff and stakeholders (1) revised streetscape theme concept incorporating input received from the Town and stakeholders along with associated image boards of typical design details which reinforce the identity plan including street and sidewalk intersections, sidewalk improvements, landscape standards for streetscape and parking screening and entry features.
- Coordinate design concepts with Town of Addison Public Works and Transportation Department.
- Present the final revised concept to the Town Council for approval.

RTKL will revise the schematic design package one (1) time. RTKL estimates the scope of services outlined above can be completed in an a 4 week time period, depending on meeting scheduling and time taken for review and authorization.

#### **COMPENSATION FOR PROFESSIONAL SERVICES**

The professional fee for the Phase One Conceptual Design scope of work is a Lump Sum Fee of \$78,000, excluding the normal reimbursable expenses not to exceed \$7,500 detailed below.

Reimbursable Expenses are defined as those actual expenditures incurred directly in connection with the project. These expenses shall be billed at cost plus 10%. RTKL estimates these expenses not to exceed \$7,500. Reimbursable Expenses shall include, but are not limited to the following:

- Telephone; Facsimile
- Postage and Delivery
- Reproductions; Photocopies; Printing; Board Mounting; and Computer Plotting
- Transportation; Travel, mileage and per diem expenses
- Photography

RTKL has anticipated the following number of copies to be provided to the Town of Addison within the reimbursable expense estimate prepared. We anticipate providing the following to the Town of Addison:

1 - full-size copy of the Conceptual Streetscape Plan Presentation  
10 - 11"x17" bound in book form - color copies of the Conceptual Streetscape Plan Presentation

Mr. Slade Strickland  
Re: Belt Line Road Conceptual Streetscape Plan  
March 24, 2005  
Revised April 1, 2005  
Revised April 18, 2005  
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**RTKL**

Professional fees for this proposal will be funded from bond funds and will be separate from the Arbor Foundation Comprehensive Street Tree Planting Plan and Management plan proposal, which will be funded from the Arbor fund.

#### **ASSUMPTIONS**

- This estimate assumes a maximum of a 4-week work plan not including review time from the Town of Addison. It is assumed that Task 1.1 will take approximately 1.0 weeks and Task 1.2 will take approximately 3.0 weeks to complete.
- Additional services performed by RTKL outside the work plan defined in this proposal will be billed on an hourly basis. No additional services will be performed without the written approval of the Client. Such services shall be based on fee estimates established by RTKL Associates Inc.
- This scope and fee estimate assumes a combined total of four formal meetings to Town staff and Town Council. Presentations to other interest groups, third-party developers, regulatory authorities, etc. would be charged at our average hourly rates as authorized by the Client.
- It is understood that additional consultants such as real estate, traffic, civil, zoning, etc. are not included in this contract. Their scope and fees shall be negotiated and managed separately from this contract.
- It is our understanding that the Town will make available maps, surveys, civil and traffic engineering data deemed relevant by the design team and will obtain additional information as required.
- It is also understood that the work described herein is for the purpose of conceptual design for the streetscape along Belt Line Road; detailed site design necessary for streetscape improvement construction is not included as part of our direct scope.

#### **TERMINATION**

Either party may terminate this Agreement at any time with or without cause by written notice. Termination shall be effective 7 days after date of notice. Upon termination, all invoices presented by RTKL for Services and Expenses for periods prior to the date of termination for services properly performed shall become immediately due and payable. Upon termination for any reason, RTKL shall cause to be promptly delivered to the Town of Addison all offices a copy of all deliverables, plans, reports, designs, specifications, drawings, and other documents and records, in whatever form or format, developed or prepared by or for RTKL in connection with project, work and services described in this agreement and not previously provided to the Town of Addison. Failure of Client to make payments to RTKL under this Agreement shall be cause for suspension and termination. In the event of a suspension of Services by either RTKL or the Town of Addison,



**RTKL**

the party suspending the Services RTKL shall have no liability for any damages to the other party Client incurred by the other party because of such suspension.

If the Project is abandoned by the Client because of the abandonment of the Project for more than 90 consecutive days, RTKL may terminate this Agreement by giving written notice.

This Agreement may be terminated by Client upon not less than fourteen days' written notice to RTKL. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination of this Agreement, no amount shall be due RTKL for lost or anticipated profits. If Client has compensated RTKL for work not yet performed, RTKL shall promptly return such compensation to Client in the event of termination. In the event of termination and upon payment to RTKL for work properly performed by RTKL to the date of termination, RTKL shall deliver to the Client all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by RTKL in connection with this Agreement and the Project.

**DISPUTE RESOLUTION** - Client and RTKL agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. The mediation shall be nonbinding and shall be conducted by a mediation service mutually acceptable to both parties to be chosen within thirty (30) days after written notice by the party seeking mediation. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statutes of limitation.

#### **USE AND OWNERSHIP OF DOCUMENTS; REPRESENTATION REGARDING DOCUMENTS; CLIENT'S APPROVAL OF DOCUMENTS**

Upon payment to RTKL for work properly performed, drawings, designs, plans, specifications, reports, information, and other documents or materials (together, "Drawings") prepared by RTKL in connection herewith belong to, and remain the property of, the Client for its exclusive reuse at any time without further compensation and without any restrictions, and all intellectual property rights in connection with the same (whether copyright

**RTKL**

or otherwise) are hereby assigned by RTKL to Client. DCBI may make and retain reproducible copies of the same for RTKL's own record and use. Upon such payment to RTKL, Client shall be furnished with such Drawings RTKL retains the right to reuse standard specifications, details, sketches, instructions, etc. normally reused by RTKL in its business.

Client acknowledges that the Drawings are subject to professional interpretations relating to changed circumstances, including the passage of time. Such Drawings are not intended or represented to be suitable for additions, extensions, alterations, or completion of the Project by another landscape architect or use on any other project. Any use without written verification or adaptation for the specific purpose intended shall be at the user's sole risk and without liability or legal exposure to RTKL. The Client agrees to waive all claims against RTKL and, to the extent permitted by law and without waiving any immunity to which Client is entitled and subject to the limitations of the Texas Tort Claims Act, to the extent that it applies to the Client, indemnify and hold RTKL harmless from any liability, claim, injury or loss arising from the negligent use by Client of the Drawings.

Notwithstanding Client's approval of any of the Drawings, RTKL shall comply with the standard of care set forth herein. In accordance with the standard of care, RTKL agrees that if it shall recommend unsuitable materials in connection with the Project and this Agreement or if the design of the Project should be defective in any way, RTKL will assume responsibility for any damages, loss, claims, or expenses to the extent caused by RTKL's recommendation of unsuitable materials or defective design. Approval by the Client of any of RTKL's Drawings or work pursuant to this Agreement shall not constitute nor be deemed a release of the responsibility and liability of RTKL, its employees, subcontractors, agents and consultants for the accuracy and competency of the same, nor shall such approval be deemed to be an assumption of or an indemnification for such responsibility or liability by the Client for any defect, error or omission in such Drawings or work, it being understood that the Client at all times is ultimately relying on RTKL's skill and knowledge in preparing the Drawings.

Client hereby grants RTKL the right to include descriptions of the Project in its promotional and professional materials.

**GOVERNING LAW** - This Agreement is governed by the law of the state of Texas. In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas (state court) or in the northern district of Texas (federal court). The parties agree that the laws of the State of Texas shall apply to the interpretation, validity and enforcement of this Agreement, and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the



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law of Texas (without reference to its conflict of law provisions) to the interpretation, validity and enforcement of this Agreement.

#### ENTIRE AGREEMENT AND SEVERABILITY

This Agreement is the entire and integrated agreement between Client and RTKL and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and RTKL.

In the event that any term or provision of this Agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this Agreement, and the balance of this Agreement shall survive and remain enforceable.

**ASSIGNMENT** - Neither party can assign this Agreement without the other party's written permission.

**MAINTENANCE** - Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of proper maintenance in areas such as, but not limited to, irrigation system maintenance, lighting maintenance, mowing and pruning, may result in damage to property or persons. Client further acknowledges that RTKL is not responsible for the results of any lack of or improper maintenance of the Project.

**NO THIRD PARTY BENEFICIARIES** - Nothing in this Agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this Agreement except RTKL and Client.

**INSURANCE** - In connection with this Agreement, RTKL shall provide and maintain in full force and effect during the term of this Agreement:

Workers' compensation and employer's liability insurance for the protection of RTKL's employees, to the extent required by the law of the State of Texas;

Commercial general liability insurance with limits not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence combined single limit bodily injury and property damage, including contractual liability (covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement), personal injury, broad form property damage, products and completed operations coverage (and if such commercial general liability insurance contains a general aggregate limit, it shall apply separately to the Services under this Agreement);



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Comprehensive automobile liability insurance with limits not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence combined single limit bodily injury and property damage, including owned, non-owned and hired auto coverage, as applicable; and

Professional Liability Insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than One Million and No/100 Dollars (\$1,000,000.00) per claim and aggregate. This coverage must be maintained for at least two (2) years after the project contemplated herein is completed. If coverage is written on a claims-made basis, the retroactive date must not be later than the inception date of this Agreement.

All such policies of insurance shall (a) be issued by insurance companies reasonably acceptable to Client, (b) except for professional liability insurance, shall name (by endorsement) the Town of Addison, Texas, its officials, officers, employees and agents as an additional insured or loss payee, as the case may be, (c) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, (d) except for professional liability insurance, shall contain a waiver of subrogation endorsement in favor of the Town of Addison and (e) provide for at least thirty (30) days written notice to the Town of Addison, Texas prior to cancellation, non-renewal or material modification which affects this Agreement. Certificates of insurance (together with the declaration page of such policies, along with the endorsement naming the Town of Addison, Texas as an additional insured or loss payee, as the case may be,) satisfactory to Client, evidencing all coverage above, shall be promptly delivered to Client and updated as may be appropriate, with complete copies of such policies furnished to the Client upon request. The Client reserves the right to review the insurance requirements contained herein and to reasonably adjust coverages and limits when deemed necessary and prudent by the Client.

**INDEMNIFICATION** - In connection with this Agreement, RTKL agrees to and shall indemnify the Town of Addison, Texas, its officials, officers, agents and employees (together, for purposes of this subparagraph, the "Indemnified Persons") against, and hold the Indemnified Persons harmless from, any and all claims, actions, causes of action, demands, losses, harm, damages, liability, expenses, lawsuits, judgments, costs, and fees asserted by any person or entity on account of or for any injury to or the death of any person, or any damage to or destruction of any property, or any other harm for which damages or any other form of recovery is sought (whether at law or in equity), to the extent caused by the negligent, grossly negligent, or intentionally wrongful acts, errors, or omissions of RTKL, its officers,



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employees, agents, engineers, consultants, or any person or entity for whom RTKL is legally liable, under, in connection with, or in the performance of, this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

**SURVIVABILITY OF RIGHTS AND REMEDIES** - All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between RTKL and Client shall survive the completion of the services hereunder. Any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

**NOTICE** - All payments, notices, demands, or requests from one party to the other shall be personally delivered or sent by United States mail to the addresses stated in this Paragraph:

To RTKL:

1717 Pacific Ave.  
Dallas, TX 75201  
Attention: Paul Shaw, Vice President

To Client:

Town of Addison, Texas  
5300 Belt Line Road  
P.O. Box 9010  
Dallas, Texas 75240-7606  
Attention: City Manager

All notice or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box. The addresses and addressees for the purpose hereof may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

**AUTHORITY** - The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.





### **REIMBURSABLE EXPENSES**

Reimbursable Expenses are defined as those actual expenditures incurred directly in connection with the project. These expenses shall be billed at cost plus 10%. RTKL estimates these expenses not to exceed \$7,500. Reimbursable Expenses shall include, but are not limited to the following:

- Telephone; Facsimile
- Postage and Delivery
- Reproductions; Photocopies; Printing; and Computer Plotting
- Transportation; Travel, mileage and per diem expenses
- Photography

RTKL has anticipated the following number of copies to be provided to the Town of Addison within the reimbursable expense estimate prepared. We anticipate providing the following to the Town of Addison:

1 - full-size copy of the Conceptual Streetscape Plan Presentation  
10 - 11"x17" bound in book form - color copies of the Conceptual Streetscape Plan Presentation

### **GENERAL ADDITIONAL SERVICES**

RTKL and its consultants will provide general additional services when requested by the Client in writing, on an hourly basis in accordance with the attached Hourly Rate Table by Classification. An "Additional Services Authorization" will be forwarded to the Client by RTKL along with a proposal outline for the requested additional services. This authorization will be approved by the Client and returned prior to RTKL proceeding with the additional scope of work.

### **BILLING AND PAYMENT**

RTKL's customary practice is to bill on a monthly basis for the work completed in the prior month. Fee invoices will be based on the percentage of work completed in the prior month.

Compensation for Services and Expenses shall be due and payable within thirty (30) days of the invoice date. Invoices over sixty (60) days will be charged interest at the Bank of America prime rate plus two (2) percent. If unpaid invoices become more than sixty (60) days overdue, RTKL may, upon seven (7) days written notice to the Client, contact the Client directly for payment and/ or stop work until payment is received. In the event of non-payment, Client shall reimburse RTKL for any attorney fees incurred to collect the unpaid receivables.

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All payments, including the retainer, may be wired directly to the account of:

Bank of America, N.A.  
10 Light Street  
Baltimore, MD 21202 USA  
ABA number 0260-0959-3  
Account number 3930249666

Reference: **Addison - Belt Line Conceptual Streetscape Plan**

### **CONTRACTS**

RTKL fees are based upon the Detailed Scope of Services and RTKL's Standard Form of Agreement Between Client and Architect. All Client generated contracts will require review and acceptance by RTKL's legal counsel before any work may proceed.

### **TERMINATION**

This Agreement may be terminated by either party at anytime with or without cause by written notice. Termination shall be effective seven (7) days after date of notice. Upon termination, all invoices presented by RTKL for Services and Expenses for periods prior to the date of termination shall become immediately due and payable. Failure of the Client to make payments to RTKL under this Agreement shall be cause for termination. In the event of a suspension of Services, RTKL shall have no liability for any damages to Client incurred because of such suspension. Termination or suspension of Services by RTKL shall in no way relieve Client of compensating RTKL for Services performed and Expenses incurred to the date of the termination.

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**AGREEMENT**

By executing and returning a copy of this letter, the Town of Addison agrees to the terms of this proposal and agrees to pay RTKL in accordance with those terms stated. We appreciate the opportunity to work with you and your staff on this exciting project. If you have any questions on this information, please call me at 214-871-8877. I look forward to speaking to you soon.

Sincerely,  
RTKL ASSOCIATES INC.



Paul N. Shaw, ASLA  
Vice President

PNS/KK:md

Accepted By:  
TOWN OF ADDISON

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date

cc: Larry Byars  
file

\* RTKL will not proceed until written  
authorization is provided by the Town of Addison.

Attachment A – Terms & Conditions  
Attachment B – Professional Rate Schedule by Classification  
Attachment C - Schedule of Standard Reimbursable Expenses



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**ATTACHMENT A  
TERMS AND CONDITIONS**

**RTKL Associates Inc.  
Town of Addison –Belt Line Road Conceptual  
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**Additional Services**

RTKL and its consultants will provide additional services when requested by the Client in writing, on an hourly basis according to the attached Hourly Rate Schedule. Directed changes to items previously approved will be considered Additional Services.

**Payment for Services Provided**

Compensation for Services and Expenses shall be due and payable within 30 days of invoice date. RTKL will invoice the Client on a monthly basis. *Invoices over 60 days will be charged interest at Bank of America, NA prime rate plus 2 percent or at the highest rate of interest authorized by law, whichever is lower.* If unpaid invoices become more than 60 days overdue, RTKL may, upon 7 days written notice to the Client, stop work until payment is received. In the event of non-payment, Client shall reimburse RTKL for any attorney fees incurred to collect the unpaid receivables. Retainers and future payments on this Project may be wired directly to:

Bank of America, N.A.  
10 Light Street  
Baltimore, Maryland 21202  
Bank ID #ABA number 0260-0959-3  
Account #3930249666

Reference No. **Town of Addison –Belt Line Road Conceptual Streetscape Plan**

All invoices shall include a statement of services rendered and the amount owed in connection therewith, an itemized statement of reimbursable expenses incurred, and the sum of all prior payments for the scope of services set forth in this agreement. The cumulative amounts of progress payments shall not exceed the amount set forth in this Agreement under Compensation (such amount being \$52,000.00). RTKL shall not be entitled to any compensation for any services or work not actually performed or for any lost profits as a result of any abandonment or suspension of work by the Town of Addison (and the Town of Addison has the right, in its sole discretion, to abandon or suspend the project and work described in this agreement). RTKL shall perform all work hereunder in a manner satisfactory and acceptable to the Town of Addison. (per Addison Legal)

**Non-Discrimination and Other Client Requirements**

RTKL shall comply with all applicable anti-discrimination and equal employment laws and regulations and shall provide any necessary certificates to evidence such compliance.

Certificates

RTKL shall not provide certificates that require knowledge and expertise outside RTKL's professional responsibility on the Project.

Electronic Files

Client authorizes RTKL to distribute electronic files of project to constructors and designers related directly to Project at RTKL's normal fees for such distribution.



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#### Claims and Disputes

(See 8.0) In an effort to resolve any disputes that arise out of this agreement, RTKL and the Town of Addison may (but are not required to) submit any such dispute to non-binding mediation.

#### Miscellaneous

RTKL has no responsibility (1) for detection or removal of hazardous substances (except that RTKL shall report to the Town of CLIENT the location of any hazardous or toxic material that it actually observes (2) for construction site safety and means and methods of construction used by the contractor; (3) to provide any service not approved by RTKL and set forth in writing. This proposal is the entire agreement between the Client and RTKL and supersedes all prior negotiations and proposals. The law of the State of Texas shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in state courts located in Denton County, Texas.

#### Termination

Either party may terminate this Agreement at any time with or without cause by written notice. Termination shall be effective 7 days after date of notice. Upon termination, all invoices presented by RTKL for Services and Expenses for periods prior to the date of termination for services properly performed shall become immediately due and payable. Upon termination for any reason, RTKL shall cause to be promptly delivered to the Town of Addison all offices a copy of all deliverables, plans, reports, designs, specifications, drawings, and other documents and records, in whatever form or format, developed or prepared by or for RTKL in connection with project, work and services described in this agreement and not previously provided to the Town of Addison. Failure of Client to make payments to RTKL under this Agreement shall be cause for suspension and termination. In the event of a suspension of Services by either RTKL or the Town of Addison, the party suspending the Services shall have no liability for any damages to the other party-incurred by the other party because of such suspension.

#### **End of RTKL Terms and Conditions**

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· In performing its work and services under this agreement, RTKL shall provide the same in accordance with the standard of professional ethics and the degree of skill, care and diligence normally employed by professional engineers performing the same or similar work and services in the same locality in which the work and services hereunder are being provided. RTKL agrees to use its professional skill, judgment and abilities in the performance of its services hereunder. Notwithstanding anything herein to the contrary, RTKL and the Town of Addison agree and acknowledge that the Town of Addison is entering into this agreement in reliance on RTKL's professional abilities with respect to performing the services set forth herein. RTKL shall perform its services in accordance with all laws, regulations, and rules in accordance with the standard of care set forth herein.

· RTKL represents and warrants that it is authorized to practice Planning & Landscape Architecture in the State of Texas and that any necessary licenses, permits or other authorization to practice Planning & Landscape Architecture and to provide the services set forth herein have been heretofore acquired as required by law, rule or regulation.

· Without in any way limiting any other provision of this Agreement, RTKL shall be liable to the Town of Addison for any and all damages, injuries, liability, or other harm of whatever nature to the extent caused by or resulting from any negligent, grossly negligent, or intentionally wrongful errors, acts or omissions of RTKL, its directors, partners, officers, employees, agents, contractors, subcontractors, or any person or entity for whom RTKL is or may be legally liable, in the provision of its services under this agreement, and for other breaches by RTKL to the extent RTKL was negligent, grossly negligent, or intentionally wrongful in its performance of its services under this agreement.

· If any of the provisions contained in this agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provisions shall not affect any other provision, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties agree to seek to reasonably negotiate a new provision to this agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

· Notwithstanding any other provision herein which may be to the contrary:

In consideration of the granting of this agreement, RTKL agrees to indemnify and hold harmless the TOWN OF ADDISON, TEXAS, ITS OFFICIALS, officers, agents and employees (each an "indemnity") from and against any and all suits, actions, judgments, liabilities, penalties, fines, expenses, fees and costs (including reasonable attorney's fees and other costs of defense), and damages (together, "damages") to the extent such damages are caused by or result from any negligent act, error or omission or willful misconduct of RTKL, including RTKL'S personnel, under this agreement.





The obligations set forth in this section shall survive the expiration or termination of this agreement.

- RTKL shall comply with all federal, state and local laws, standards, rules, and regulations applicable to this agreement.
- RTKL shall perform all work and services under this agreement in a manner satisfactory and acceptable to the Town of Addison in accordance with the terms and conditions of this agreement. RTKL shall perform all services in a timely and professional manner.
- Notwithstanding anything to the contrary in this agreement, RTKL shall not be deemed to be an agent of the Town of Addison for any purpose but shall in all events be an independent contractor exercising control over its work and the manner in which it is performed. Nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture or joint enterprise relationship, or to allow the Town of Addison to exercise discretion or control over the manner in which RTKL performs its services and work which are the subject matter of this agreement; provided always however that the services and work to be provided by RTKL shall be provided in a manner consistent with all applicable standards and regulations governing the same. The method and manner in which RTKL's services and work hereunder shall be performed shall be determined by RTKL in its sole discretion. The employees, agents, and representatives of, and the methods, equipment and facilities used by, RTKL shall at all times be under RTKL's exclusive direction and control.
- RTKL shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this agreement.
- Notwithstanding any other provision of this agreement, the Town of Addison shall not be obligated to make payment to RTKL hereunder if:

RTKL is in default of any of its obligations under this agreement (and payment may be withheld to the extent of any such default);

Any part of such payment is attributable to any services of RTKL which are not performed in accordance with this agreement;

RTKL has failed to make payment promptly to any approved subcontractors or consultants or other third parties used by RTKL in connection with RTKL's services hereunder for which the Town of Addison has made payment to RTKL; or

If the Town of Addison, in its good faith judgment and after consultation with RTKL, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services set forth in this agreement, no additional payments will be due RTKL hereunder unless and until RTKL performs a sufficient portion of the services so that such portion of the compensation remaining unpaid is determined by Town of Addison to be sufficient to complete the services.

- RTKL may not and shall have no authority to assign, subcontract, transfer, sell, or otherwise convey (together, "assign" or "assignment") any or all of its rights, duties and

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obligations or its interest in this Agreement without the prior written consent of the Town of Addison.

· The failure by either party to exercise any right, power, or option given to it by this agreement, or to insist upon strict compliance with the terms of this agreement, shall not constitute a waiver of the terms and conditions of this agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights and remedies under this agreement are cumulative of and to any other rights or remedies which may be available to the parties or either of them by or under law, in equity, or otherwise, and the use of any one right or remedy shall not preclude or waive the right to use any or all other rights or remedies.

· This agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

· The officers and/or agents of the parties hereto are the properly authorized officials of the said parties and have the authority necessary to execute this Agreement on behalf of the respective party, and the parties hereby certify one to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect



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**ATTACHMENT B**  
**Professional Rate Schedule**  
**by Classification**  
**RTKL Associates Inc.**  
**Addison – Belt Line Road Conceptual Streetscape Plan**  
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May 2003

	<u>Hourly Rate</u>
Technical Assistant	\$ 45.00
Staff	60.00
Senior Staff Architect/Engineer/Planner	75.00
Project Architect/Engineer/Planner	90.00
Senior Project Architect/Engineer/Planner	110.00
Project Manager	125.00
Senior Project Manager	150.00
Vice President	225.00
Senior Vice President	250.00

NOTE: The above rates are subject to annual adjustments.

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**ATTACHMENT C**  
**Schedule of Standard Reimbursable Expenses**  
**RTKL Associates Inc.**  
**Addison – Belt Line Road Conceptual Streetscape Plan**  
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Reimbursable Expense are in addition to compensation for Basic and Additional Services and include expenses incurred by RTKL and RTKL consultants in the interest of the Project, including, but not limited to, the following:

1. Reproductions including but not limited to all Project printing of plans and specifications, and other Project related photocopying and photographic production;
2. Travel related costs for all Project matters including but not limited to Project meetings and construction administration matters, such as air and ground travel at commercial rate sustenance, automobile rental, overnight accommodation at a hotel/motel, tolls, parking, and mileage at the applicable IRS rate;
3. Telephone and facsimile transmission ("fax") charges related to Project matters including amount and time of long distance telephone calls and long distance fax connection charges;
4. Delivery of all project-related matters including express/overnight mail, courier charges;
5. Project meetings, including provision of the meeting room and any sustenance offered;
6. Renderings, models, and mock-ups requested by the Owner;
7. Insurance including professional liability insurance when the Owner requests additional coverage, specialty endorsements, or limits in excess of that normally carried by RTKL and RTKL's consultant;
8. Computer aided design and drafting (CADD) equipment time, when used in connection with the Project;
9. Legal fees of RTKL incurred in connection with review and revision of owners and lender's certifications, lien waivers, and similar documents presented to RTKL for execution, or in connection with collection of amounts due to RTKL from the Owner; and
10. Other costs, not described in categories 1 through 9 above, when requested by the Owner in connection with the rendering of RTKL's services for the Project.

ADDISON BELT LINE ROAD		RTKL URBAN PLANNING									TOTAL HOURS
TASK DESCRIPTION		Paul Shaw	Paris Ruthenford	Patrick Kennedy	Erin Doherty	Karen Koehn	Tammy Lui	Brett Lord	Lydia Heard	John Yancy	
TASK 1.1 Data Assembly		1	2	3	4	5	6	7	8	9	
DATA ASSEMBLY		10	10	40			40				100
TOTAL HOURS FOR TASK 1.1											100
TASK 1.2 Conceptual Streetscape Plan											
KICK-OFF MEETING		4	4	10			10				28
PREPARATION OF THE STREETScape CONCEPTS		24	12	65	20	45	80	70	20		336
PRESENTATION OF THE STREETScape CONCEPTS		4	4	8			8				24
PREPARATION OF THE FINAL CONCEPT PLAN		12	12	45	15	35	75	40	15	20	269
PRESENTATION OF THE FINAL CONCEPT PLAN		4	4	8			8				24
TOTAL HOURS FOR TASK 1.2											681
Total Hours											781

PHASE ONE

PHASE TWO

**Council Agenda Item: #R5**

**SUMMARY:**

Staff recommends that the Council approve a design fee proposal from RTKL totaling \$52,000 for professional landscape architecture services relating to preparation of a Comprehensive Streetscape Plan and Street Tree Planting and Management Plan for the Town of Addison and the Addison Arbor Foundation (AAF).

**FINANCIAL IMPACT:**

Budgeted Amount:     **\$50,000**

Cost:                     **\$52,000**

In the FY 2004-05 Arbor Fund budget, \$50,000 was budgeted for the preparation of the Comprehensive Plan. The additional funds (\$2,000) required for this plan can be reallocated from other projects in the Arbor Fund.

The source of funding is through reimbursements made to the town from the town's contracted waste hauler, Waste Management, for curbside and municipal building recycling. Donated funds from individuals and businesses are used solely for planting trees.

**BACKGROUND:**

The Addison Arbor Foundation (AAF) Citizen's Advisory Committee presented a 20-year Strategic Plan on September 28, 2004 outlining the AAF's mission statement, goals and objectives, which are as follows:

**Goal:**

- To increase the number of trees in the Town to create a tree canopy that will become the Town's trademark in the DFW Metroplex.

**Objective:**

- Plant 50 trees each year for the next 20 years along streets and parks designated on a master plan, which will include principal arterial, commercial collector, residential collector streets, as well as, public open spaces.

**Strategy:**

- Create a master plan that establishes major target zones and serves as a template to systematically increase the number of trees planted in those target zones each year.
- Develop a public awareness and marketing program to promote the Foundation's goals and objectives.



The key component of the 20-year Strategic Plan is development of a Comprehensive Street Tree Planting and Management Master Plan to steer all future AAF programs and fundraising. The goal of the plan is to:

- Meet the goals and objectives of the Addison Arbor Foundation’s 20-year Strategic Plan.
- Create healthier and safer streets for pedestrians, bicyclists, transit and motorists.
- Make Addison a more beautiful place to live and visit.
- Bring a sense of natural beauty to the Town’s streets.
- Increase residential and commercial property values.
- Increase civic pride.

These goals will be achieved by:

- Conducting a street tree inventory and analysis.
- Developing streetscape urban design concepts based on a determined street hierarchy.
- Formulating a street tree planting plan and management program.

The concepts, plans and guidelines will be prepared and developed with the following objectives:

- Create a usable tool for the design of future street tree planting projects.
- Provide a clear direction and priorities for the maintenance of the street trees within Addison.
- Identify and document the existing tree resources, so the Town can measure and track their implementation efforts.
- Estimate planting and maintenance costs to assist in the budget process.
- Use the master plan as a future marketing and fundraising tool to solicit possible grants, donations and other funding.
- Recognize Addison Arbor Foundation donors by means of permanent dedication monuments placed at visible public locations, such as pedestrian plazas, pedestrian trails and park sites.

The scope of services for this comprehensive streetscape plan will address the entire Town of Addison with the specific exclusion of the Belt Line Road corridor. The Beltline Road corridor will be designed under a separate contract; however, but it will become an integral component of the comprehensive streetscape plan.

**RECOMMENDATION:**

Based upon RTKL's hourly staffing estimates compared to the proposed scope of services, staff believes the fee is reasonable. The estimated time for completion of the plan will be approximately 12 weeks.

Attachments: RTKL Design Fee Proposal  
Hourly Work Hour Estimate



December 6, 2004  
Revised January 6, 2005  
Revised March 14, 2005  
Revised April 1, 2005  
**Revised April 18, 2005**

**Via Email Only**

Mr. Slade Strickland  
Director, Parks and Recreation Department  
Town Of Addison  
5300 Belt Line Rd.  
Dallas, Texas 75254

*Baltimore*

*Chicago*

*Dallas*

*London*

*Los Angeles*

*Madrid*

*Miami*

*Shanghai*

*Tokyo*

*Washington*

**RE: Town of Addison – Addison Arbor Foundation  
Comprehensive Streetscape Plan and Program**

Dear Slade:

RTKL is excited by the opportunities discussed for a Comprehensive Streetscape Urban Design Plan for the Town of Addison and appreciate the opportunity to respond to your request for proposals. This proposal is for professional urban design, planning and landscape architectural services to assist in the preparation of a Comprehensive Streetscape Plan and Street Tree Planting Plan and Management Program for the Town of Addison. This comprehensive streetscape plan will address the entire Town of Addison with the specific exclusion of the Beltline Road Corridor.

**PROJECT DESCRIPTION AND UNDERSTANDING**

RTKL understands the Town of Addison's objective is to prepare a comprehensive masterplan with the goal of identifying and analyzing the street tree resources existing in the Town of Addison and to formulate a design strategy for enhancing and managing this resource. This proposal shall focus RTKL's role in the steps involved in reaching the Town of Addison's goals which are understood to be; creating healthier and safer streets for pedestrians, bicyclists, transit and motorists, make Addison a more beautiful place to live and visit, bring a sense of natural beauty to the Town's streets, increase residential and commercial property values, and increase civic pride.

To achieve these goals, RTKL will put together a team of urban designers, landscape architects and arborists, with input from the Town of Addison and the public at large. RTKL will be responsible for the conducting a street tree inventory and analysis, develop a streetscape urban design concepts based on a determined street hierarchy and formulate a street tree planting plan and management program. These concepts, plans and guidelines will be prepared and developed with the following objectives; create a usable tool for the design of future street tree planting projects, provide a clear direction and priorities for the maintenance of the street trees within Addison, identify and document the existing tree resources so the Town can measure and track their implementation efforts, estimate planting and maintenance costs to assist in the



budget process, and to be used as future marketing / fundraising tools to solicit possible grants and donations for Addison Arbor Foundation program funding.

This project is obviously an important undertaking for the Town of Addison and one that will have far reaching effects on the Town's economic health, its regional profile, and the quality of life it can offer its residents.

## **SCOPE OF SERVICES**

### ***PHASE ONE: PROJECT KICK-OFF***

#### ***Task 1.1 Kick-Off Meeting***

Immediately upon authorization to proceed, RTKL will participate in an initial orientation work session with the Town of Addison. The purpose of this meeting will be to achieve a complete understanding of the project vision and objectives, establish the roles and responsibilities of all involved, discuss key roles and resources required to complete the scope of work, and finalize the final work program, timetable, lines of communication, and degree of community participation during the process. In order for the project to progress in a timely and efficient manner, it will be necessary for the Town of Addison to provide RTKL with all available updated background information and data either prior to or during this meeting – as outlined in Phase Two.

### ***PHASE TWO: STREET TREE INVENTORY, ANALYSIS AND VISIONING***

#### ***Task 2.1 Street Tree Inventory and Analysis***

The objective of this task is to inventory, identify and analyze the existing street tree resource in the Town of Addison. RTKL will undergo a physical street analysis to acquaint ourselves with the street offerings and identify the related opportunities/challenges.

The necessary data RTKL would request of the Town of Addison should include a digital (autocad2000 or later format) as-built property survey showing primary physical features, any existing buildings, principle street infrastructure, and overall context; and planametric aerial photography depicting the existing Town within its planned and existing context. Further base information as deemed necessary, but not note here, will be coordinated with the Town of Addison.

#### ***Task 2.2 Visioning Work Session***

RTKL will prepare storyboards that illustrate the findings from the previous task and that generally illustrate streetscape approaches that may be utilized by the Town of Addison. These streetscape storyboards will create a hierarchy of the streets and emphasis based on our inventory in the previous phase. The storyboards will depict



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streetscape concepts, by utilizing diagrams, sketches, basic 3-D representation, photographs, text, etc. assembled to convey a leading idea or theme for the comprehensive streetscape plan. This information will be prepared specifically to solicit an authorization to proceed by the Town of Addison.

***Phase Two Deliverables:***

11 x17 Package (including):

- Inventory and Analysis Diagrams
- Streetscape storyboards / sketch diagrams

***PHASE THREE: STREET TREE URBAN DESIGN***

***Task 3.1 Streetscape Urban Design Concept Plans***

Working closely with the Town of Addison, RTKL will prepare two concept plans of the hierarchy of streetscapes that illustrate the refined vision generated in the previous phases and approved by the Town of Addison. This material will form a framework for more detailed design of the various streetscape types by RTKL. The concept plans will discuss the various design elements considered for each street, the appropriateness of the tree types and planting locations based on the street hierarchy and the intended design for the street.

***Task 3.1 Deliverables:***

11 x17 Package (including):

- Two concept plans
- Streetscape sections
- Images boards

***Task 3.2 Evaluation of the Streetscape Concepts***

RTKL will meet with the Town of Addison to review and evaluate the streetscape urban design concepts. It is anticipated that some key elements, such as the required magnitude of infrastructure improvements / construction, sense of community, visual preference, ability to create synergies of use, strength of the initial phasing, and the degree of successful implementation of the plans may be distinguishing traits among the alternatives. Rather than choosing one particular scheme over another, a combination of advantages and positive ideas may be identified from each alternative for further development into a "preferred" comprehensive streetscape urban design plan.

***Task 3.3 Preparation of a Preferred Plan***

RTKL will prepare a refined comprehensive urban design plan document and illustrations that reflect the input from the previous tasks and that are developed into a single preferred plan. This material will be conceptual in nature and be

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prepared for presentations to Town Council, other controlling authorities,  
prospective developers or adjacent property owners.

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RTKL will prepare the following:

- One preferred drawing at a suitable scale that portrays the overall streetscape plans showing recommended street improvements based on street hierarchy, pedestrian linkage and open space elements, landscape opportunities and special event zones and special streetscape areas.
- Phasing Plan to direct the plan implementation
- Order of magnitude budget estimates for construction and maintenance costs

**Task 3.3 Deliverables:**

11 x17 Package (including):

- One preferred concept plan
- Streetscape sections
- Perspective sketches
- Images boards

**Task 3.4 Presentation of the Preferred Plan**

RTKL will present the preferred Comprehensive Streetscape Urban Design to community leaders for approval. RTKL will utilize the preferred plan, sketches, diagrams, and other display materials previously prepared during other phases and tasks.

**COMPENSATION**

RTKL Associates, Inc. will provide professional services associated with the Town of Addison Comprehensive Streetscape Urban Design on a lump sum basis, excluding the normal reimbursable expenses not to exceed \$6,000, detailed below. We have separated the fee into phases. The following is a summary by major category of our compensation for the Professional Services outlined in the scope of services as noted above.

**STREETSCAPE URBAN DESIGN**

Phase One	Kick-Off Meeting	\$ 5,000
Phase Two	Street Tree Inventory, Analysis and Visioning	\$ 18,000
Phase Three	Streetscape Urban Design	\$ 29,000
<b>TOTALSTREETSCAPE URBAN DESIGN (Lump Sum)</b>		<b>\$ 52,000</b>

These fees are based on the standard delivery process option with the limited separate packages defined above. Should the Town of Addison elect to proceed on an accelerated basis, our fee would be adjusted accordingly to accommodate the revised schedule.





## Assumptions

1. This estimate assumes a total maximum of a 12-week work plan not including review time from the Town of Addison. It is assumed that Phases One and Two combined will take 5.0 weeks. Phase Three is assumed to take a total of 7.0 weeks to complete: Task 3.1 and 3.2 - 4.5 weeks to complete, and Tasks 3.3 and 3.4 - 2.5 weeks to complete.
2. This scope of services does not include any Geotechnical soil study or report.
3. A Storm Water Pollution Prevention Plan (SWPPP) is not included in the scope for this project.
4. This Contract does not include any public presentations other than those specified within the scope of services. The Client may include additional public presentations at a cost of \$600.00 per additional presentation.
5. The Town of Addison will provide RTKL with accurate topographic and base information, depicting the alignment of vehicular paving, curbs, Right of Way lines, utilities, and all necessary base information for use in the design of the project. If further field topographic information is required prior to beginning the scope of services outlined, it will be provided under a separate contract and is not included within the scope of services.
6. This scope of services assumes that upon approval of the final preferred plan for the project, additional design concepts and related re-design efforts will be considered additional services.
7. RTKL has no control over construction costs or equipment prices. Any opinion of probable construction estimates herein is provided on the basis of experience and judgment as design professionals. RTKL cannot and does not guarantee proposals, bids or costs will not vary from these estimates.

## 7.0 TERMINATION

- 7.1 Either party may terminate this Agreement at any time with or without cause by written notice. Termination shall be effective 7 days after date of notice. Upon termination, all invoices presented by RTKL for Services and Expenses for

## RTKL

periods prior to the date of termination for services properly performed shall become immediately due and payable. Upon termination for any reason, RTKL shall cause to be promptly delivered to the Town of Addison all offices a copy of all deliverables, plans, reports, designs, specifications, drawings, and other documents and records, in whatever form or format, developed or prepared by or for RTKL in connection with project, work and services described in this agreement and not previously provided to the Town of Addison. Failure of Client to make payments to RTKL under this Agreement shall be cause for suspension and termination. In the event of a suspension of Services by either RTKL or the Town of Addison, the party suspending the Services RTKL shall have no liability for any damages to the other party Client incurred by the other party because of such suspension.

- 7.2 If the Project is abandoned by the Client because of the abandonment of the Project for more than 90 consecutive days, RTKL may terminate this Agreement by giving written notice.
- 7.3 This Agreement may be terminated by Client upon not less than fourteen days' written notice to RTKL. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 7.4 In the event of termination of this Agreement, no amount shall be due RTKL for lost or anticipated profits. If Client has compensated RTKL for work not yet performed, RTKL shall promptly return such compensation to Client in the event of termination. In the event of termination and upon payment to RTKL for work properly performed by RTKL to the date of termination, RTKL shall deliver to the Client all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by RTKL in connection with this Agreement and the Project.

- 8.0 DISPUTE RESOLUTION - Client and RTKL agree to mediate claims or disputes arising out of or relating to this Agreement as a condition



## **RTKL**

precedent to litigation. The mediation shall be nonbinding and shall be conducted by a mediation service mutually acceptable to both parties to be chosen within thirty (30) days after written notice by the party seeking mediation. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statutes of limitation.

### **9.0 USE AND OWNERSHIP OF DOCUMENTS; REPRESENTATION REGARDING DOCUMENTS; CLIENT'S APPROVAL OF DOCUMENTS**

9.1 Upon payment to RTKL for work properly performed, drawings, designs, plans, specifications, reports, information, and other documents or materials (together, "Drawings") prepared by RTKL in connection herewith belong to, and remain the property of, the Client for its exclusive reuse at any time without further compensation and without any restrictions, and all intellectual property rights in connection with the same (whether copyright or otherwise) are hereby assigned by RTKL to Client. DCBI may make and retain reproducible copies of the same for RTKL's own record and use. Upon such payment to RTKL, Client shall be furnished with such Drawings. RTKL retains the right to reuse standard specifications, details, sketches, instructions, etc. normally reused by RTKL in its business.

9.2 Client acknowledges that the Drawings are subject to professional interpretations relating to changed circumstances, including the passage of time. Such Drawings are not intended or represented to be suitable for additions, extensions, alterations, or completion of the Project by another landscape architect or use on any other project. Any use without written verification or adaptation for the specific purpose intended shall be at the user's sole risk and without liability or legal exposure to RTKL. The Client agrees to waive all claims against RTKL and, to the extent permitted by law and without waiving any immunity to which Client is entitled and subject to the limitations of the Texas Tort Claims Act, to the extent that it applies to the Client, indemnify and hold RTKL harmless from any liability, claim, injury or loss arising from the negligent use by Client of the Drawings.

9.3 Notwithstanding Client's approval of any of the Drawings, RTKL shall comply with the standard of care set forth herein. In



## **RTKL**

accordance with the standard of care, RTKL agrees that if it shall recommend unsuitable materials in connection with the Project and this Agreement or if the design of the Project should be defective in any way, RTKL will assume responsibility for any damages, loss, claims, or expenses to the extent caused by RTKL's recommendation of unsuitable materials or defective design. Approval by the Client of any of RTKL's Drawings or work pursuant to this Agreement shall not constitute nor be deemed a release of the responsibility and liability of RTKL, its employees, subcontractors, agents and consultants for the accuracy and competency of the same, nor shall such approval be deemed to be an assumption of or an indemnification for such responsibility or liability by the Client for any defect, error or omission in such Drawings or work, it being understood that the Client at all times is ultimately relying on RTKL's skill and knowledge in preparing the Drawings.

9.4 Client hereby grants RTKL the right to include descriptions of the Project in its promotional and professional materials.

10.0 **GOVERNING LAW** - This Agreement is governed by the law of the state of Texas. In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas (state court) or in the northern district of Texas (federal court). The parties agree that the laws of the State of Texas shall apply to the interpretation, validity and enforcement of this Agreement, and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the interpretation, validity and enforcement of this Agreement.

### 11.0 **ENTIRE AGREEMENT AND SEVERABILITY**

11.1 This Agreement is the entire and integrated agreement between Client and RTKL and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and RTKL.

11.2 In the event that any term or provision of this Agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this Agreement, and the balance of this Agreement shall survive and remain enforceable.



- 12.0 ASSIGNMENT - Neither party can assign this Agreement without the other party's written permission.
- 13.0 MAINTENANCE - Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of proper maintenance in areas such as, but not limited to, irrigation system maintenance, lighting maintenance, mowing and pruning, may result in damage to property or persons. Client further acknowledges that RTKL is not responsible for the results of any lack of or improper maintenance of the Project.
- 14.0 NO THIRD PARTY BENEFICIARIES - Nothing in this Agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this Agreement except RTKL and Client.
- 15.0 INSURANCE - In connection with this Agreement, RTKL shall provide and maintain in full force and effect during the term of this Agreement:
- 15.1 Workers' compensation and employer's liability insurance for the protection of RTKL's employees, to the extent required by the law of the State of Texas;
- 15.2 Commercial general liability insurance with limits not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence combined single limit bodily injury and property damage, including contractual liability (covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement), personal injury, broad form property damage, products and completed operations coverage (and if such commercial general liability insurance contains a general aggregate limit, it shall apply separately to the Services under this Agreement);
- 15.3 Comprehensive automobile liability insurance with limits not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence combined single limit bodily injury and property damage, including owned, non-owned and hired auto coverage, as applicable; and
- 15.4 Professional Liability Insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than One Million and No/100 Dollars (\$1,000,000.00) per claim and aggregate. This coverage must be maintained for at least two (2) years after the





project contemplated herein is completed. If coverage is written on a claims-made basis, the retroactive date must not be later than the inception date of this Agreement.

All such policies of insurance shall (a) be issued by insurance companies reasonably acceptable to Client, (b) except for professional liability insurance, shall name (by endorsement) the Town of Addison, Texas, its officials, officers, employees and agents as an additional insured or loss payee, as the case may be, (c) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, (d) except for professional liability insurance, shall contain a waiver of subrogation endorsement in favor of the Town of Addison and (e) provide for at least thirty (30) days written notice to the Town of Addison, Texas prior to cancellation, non-renewal or material modification which affects this Agreement. Certificates of insurance (together with the declaration page of such policies, along with the endorsement naming the Town of Addison, Texas as an additional insured or loss payee, as the case may be,) satisfactory to Client, evidencing all coverage above, shall be promptly delivered to Client and updated as may be appropriate, with complete copies of such policies furnished to the Client upon request. The Client reserves the right to review the insurance requirements contained herein and to reasonably adjust coverages and limits when deemed necessary and prudent by the Client.

- 16.0 INDEMNIFICATION - In connection with this Agreement, RTKL agrees to and shall indemnify the Town of Addison, Texas, its officials, officers, agents and employees (together, for purposes of this subparagraph, the "Indemnified Persons") against, and hold the Indemnified Persons harmless from, any and all claims, actions, causes of action, demands, losses, harm, damages, liability, expenses, lawsuits, judgments, costs, and fees asserted by any person or entity on account of or for any injury to or the death of any person, or any damage to or destruction of any property, or any other harm for which damages or any other form of recovery is sought (whether at law or in equity), to the extent caused by the negligent, grossly negligent, or intentionally wrongful acts, errors, or omissions of RTKL, its officers, employees, agents, engineers, consultants, or any person or entity for whom RTKL is legally liable, under, in connection with, or in the performance of, this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.



## **RTKL**

17.0 SURVIVABILITY OF RIGHTS AND REMEDIES - All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between RTKL and Client shall survive the completion of the services hereunder. Any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

18.0 NOTICE - All payments, notices, demands, or requests from one party to the other shall be personally delivered or sent by United States mail to the addresses stated in this Paragraph:

To RTKL:

1717 Pacific Ave.  
Dallas, TX 75201  
Attention: Paul Shaw, Vice President

To Client:

Town of Addison, Texas  
5300 Belt Line Road  
P.O. Box 9010  
Dallas, Texas 75240-7606  
Attention: City Manager

All notice or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box. The addresses and addressees for the purpose hereof may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

19.0 AUTHORITY - The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

### **General Additional Services**

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RTKL and its consultants will provide general additional services when requested by the Client in writing, on an hourly basis in accordance with the attached Hourly Rate Table by Classification. An "Additional Services Authorization" will be forwarded to the Client by RTKL along with a proposal outline for the requested additional services. This authorization will be approved by the Client and returned prior to RTKL proceeding with the additional scope of work.

### **Reimbursable Expenses**

Reimbursable Expenses are defined as those actual expenditures incurred directly in connection with the project. These expenses shall be billed at cost plus 10%. RTKL estimates these expenses not to exceed \$6,000. Reimbursable Expenses shall include, but are not limited to the following:

- Telephone; Facsimile
- Postage and Delivery
- Reproductions; Photocopies; Printing; Board Mounting; and Computer Plotting
- Transportation; Travel, mileage and per diem expenses
- Photography

RTKL has anticipated the following number of copies to be provided to the Town of Addison within the reimbursable expense estimate prepared. We anticipate providing the following to the Town of Addison:

1- full-size copy of the Conceptual Streetscape Plan Presentation  
10 - 11"x17" bound in book form - color copies of the Conceptual Streetscape Plan Presentation

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By executing and returning a copy of this letter, the Town of Addison agrees to the terms of this proposal and agrees to pay RTKL in accordance with those terms stated. If we can supplement this information or answer any questions, please feel free to contact me at (214) 871-8877. We appreciate the opportunity to submit this proposal and look forward to working with you on this exciting project.

Sincerely,

RTKL Associates Inc.



-----  
Paul N. Shaw  
Vice President

Accepted by,

Town of Addison

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

PNS/md

cc: Larry Byars  
File

Attachment A – Terms & Conditions  
Attachment B – Hourly Rate Schedule by Classification



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**ATTACHMENT A  
TERMS AND CONDITIONS  
RTKL Associates Inc.  
Town of Addison – Streetscape Urban Design  
December 6, 2004  
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**Additional Services**

RTKL and its consultants will provide additional services when requested by the Client in writing, on an hourly basis according to the attached Hourly Rate Schedule. Directed changes to items previously approved will be considered Additional Services.

**Payment for Services Provided**

Compensation for Services and Expenses shall be due and payable within 30 days of invoice date. RTKL will invoice the Client on a monthly basis. Invoices over 60 days will be charged interest at Bank of America, NA prime rate plus 2 percent or at the highest rate of interest authorized by law, whichever is lower. If unpaid invoices become more than 60 days overdue, RTKL may, upon 7 days written notice to the Client, stop work until payment is received. In the event of non-payment, Client shall reimburse RTKL for any attorney fees incurred to collect the unpaid receivables.

Retainers and future payments on this Project may be wired directly to:

Bank of America, N.A.  
10 Light Street  
Baltimore, Maryland 21202  
Bank ID #ABA number 0260-0959-3  
Account #3930249666  
Reference No. **Town of Addison – Streetscape Urban Design**

All invoices shall include a statement of services rendered and the amount owed in connection therewith, an itemized statement of reimbursable expenses incurred, and the sum of all prior payments for the scope of services set forth in this agreement. The cumulative amounts of progress payments shall not exceed the amount set forth in this Agreement under Compensation (such amount being \$52,000.00). RTKL shall not be entitled to any compensation for any services or work not actually performed or for any lost profits as a result of any abandonment or suspension of work by the Town of Addison (and the Town of Addison has the right, in its sole discretion, to abandon or suspend the project and work described in this agreement). RTKL shall perform all work hereunder in a manner satisfactory and acceptable to the Town of Addison. (per Addison Legal)

**Non-Discrimination and Other Client Requirements**

RTKL shall comply with all applicable anti-discrimination and equal employment laws and regulations and shall provide any necessary certificates to evidence such compliance.

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## **RTKL Certificates**

RTKL shall not provide certificates that require knowledge and expertise outside RTKL's professional responsibility on the Project.

### **Electronic Files**

Client authorizes RTKL to distribute electronic files of project to constructors and designers related directly to Project at RTKL's normal fees for such distribution.

### **Claims and Disputes**

In an effort to resolve any disputes that arise out of this agreement, RTKL and the Town of Addison may (but are not required to) submit any such dispute to non-binding mediation.

### **Miscellaneous**

RTKL has no responsibility (1) for detection or removal of hazardous substances (except that RTKL shall report to the Town of CLIENT the location of any hazardous or toxic material that it actually observes (2) for construction site safety and means and methods of construction used by the contractor; (3) to provide any service not approved by RTKL and set forth in writing. This proposal is the entire agreement between the Client and RTKL and supersedes all prior negotiations and proposals. The law of the State of Texas shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in state courts located in Denton County, Texas.

### **Termination**

Either party may terminate this Agreement at any time with or without cause by written notice. Termination shall be effective 7 days after date of notice. Upon termination, all invoices presented by RTKL for Services and Expenses for periods prior to the date of termination for services properly performed shall become immediately due and payable. Upon termination for any reason, RTKL shall cause to be promptly delivered to the Town of Addison all offices a copy of all deliverables, plans, reports, designs, specifications, drawings, and other documents and records, in whatever form or format, developed or prepared by or for RTKL in connection with project, work and services described in this agreement and not previously provided to the Town of Addison. Failure of Client to make payments to RTKL under this Agreement shall be cause for suspension and termination. In the event of a suspension of Services by either RTKL or the Town of Addison, the party suspending the Services shall have no liability for any damages to the other party incurred by the other party because of such suspension.

### **End of RTKL Terms and Conditions**



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· In performing its work and services under this agreement, RTKL shall provide the same in accordance with the standard of professional ethics and the degree of skill, care and diligence normally employed by professional engineers performing the same or similar work and services in the same locality in which the work and services hereunder are being provided. RTKL agrees to use its professional skill, judgment and abilities in the performance of its services hereunder. Notwithstanding anything herein to the contrary, RTKL and the Town of Addison agree and acknowledge that the Town of Addison is entering into this agreement in reliance on RTKL's professional abilities with respect to performing the services set forth herein. RTKL shall perform its services in accordance with all laws, regulations, and rules in accordance with the standard of care set forth herein.

· RTKL represents and warrants that it is authorized to practice Planning & Landscape Architecture in the State of Texas and that any necessary licenses, permits or other authorization to practice Planning & Landscape Architecture and to provide the services set forth herein have been heretofore acquired as required by law, rule or regulation.

· Without in any way limiting any other provision of this Agreement, RTKL shall be liable to the Town of Addison for any and all damages, injuries, liability, or other harm of whatever nature to the extent caused by or resulting from any negligent, grossly negligent, or intentionally wrongful errors, acts or omissions of RTKL, its directors, partners, officers, employees, agents, contractors, subcontractors, or any person or entity for whom RTKL is or may be legally liable, in the provision of its services under this agreement, and for other breaches by RTKL to the extent RTKL was negligent, grossly negligent, or intentionally wrongful in its performance of its services under this agreement.

· If any of the provisions contained in this agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provisions shall not affect any other provision, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties agree to seek to reasonably negotiate a new provision to this agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

· Notwithstanding any other provision herein which may be to the contrary:

· In consideration of the granting of this agreement, RTKL agrees to indemnify and hold harmless the TOWN OF ADDISON, TEXAS, ITS OFFICIALS, officers, agents and employees (each an "indemnity") from and against any and all suits, actions, judgments, liabilities, penalties, fines, expenses, fees and costs (including reasonable attorney's fees and other costs of defense), and damages (together, "damages") to the extent such damages are caused by or result from any negligent act, error or omission or willful misconduct of RTKL, including RTKL'S personnel, under this agreement.

The obligations set forth in this section shall survive the expiration or termination of this agreement.

· RTKL shall comply with all federal, state and local laws, standards, rules, and regulations applicable to this agreement.



Mr. Slade Strickland  
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## **RTKL**

• RTKL shall perform all work and services under this agreement in a manner satisfactory and acceptable to the Town of Addison in accordance with the terms and conditions of this agreement. RTKL shall perform all services in a timely and professional manner.

• Notwithstanding anything to the contrary in this agreement, RTKL shall not be deemed to be an agent of the Town of Addison for any purpose but shall in all events be an independent contractor exercising control over its work and the manner in which it is performed. Nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture or joint enterprise relationship, or to allow the Town of Addison to exercise discretion or control over the manner in which RTKL performs its services and work which are the subject matter of this agreement; provided always however that the services and work to be provided by RTKL shall be provided in a manner consistent with all applicable standards and regulations governing the same. The method and manner in which RTKL's services and work hereunder shall be performed shall be determined by RTKL in its sole discretion. The employees, agents, and representatives of, and the methods, equipment and facilities used by, RTKL shall at all times be under RTKL's exclusive direction and control.

• RTKL shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this agreement.

• Notwithstanding any other provision of this agreement, the Town of Addison shall not be obligated to make payment to RTKL hereunder if:

RTKL is in default of any of its obligations under this agreement (and payment may be withheld to the extent of any such default);

Any part of such payment is attributable to any services of RTKL which are not performed in accordance with this agreement;

RTKL has failed to make payment promptly to any approved subcontractors or consultants or other third parties used by RTKL in connection with RTKL's services hereunder for which the Town of Addison has made payment to RTKL; or

If the Town of Addison, in its good faith judgment and after consultation with RTKL, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services set forth in this agreement, no additional payments will be due RTKL hereunder unless and until RTKL performs a sufficient portion of the services so that such portion of the compensation remaining unpaid is determined by Town of Addison to be sufficient to complete the services.

• RTKL may not and shall have no authority to assign, subcontract, transfer, sell, or otherwise convey (together, "assign" or "assignment") any or all of its rights, duties and obligations or its interest in this Agreement without the prior written consent of the Town of Addison.

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**RTKL**

- The failure by either party to exercise any right, power, or option given to it by this agreement, or to insist upon strict compliance with the terms of this agreement, shall not constitute a waiver of the terms and conditions of this agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights and remedies under this agreement are cumulative of and to any other rights or remedies which may be available to the parties or either of them by or under law, in equity, or otherwise, and the use of any one right or remedy shall not preclude or waive the right to use any or all other rights or remedies.
- This agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.
- The officers and/or agents of the parties hereto are the properly authorized officials of the said parties and have the authority necessary to execute this Agreement on behalf of the respective party, and the parties hereby certify one to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect

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**RTKL**

**ATTACHMENT B**  
**HOURLY RATE SCHEDULE BY CLASSIFICATION**  
**Professional Rates by Classification**  
**RTKL**  
**Town of Addison – Streetscape Urban Design**  
**December 6, 2004**  
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Technical Assistant	\$ 45.00
Staff	\$ 60.00
Senior Staff Architect/Engineer/Planner	\$ 75.00
Project Architect/Engineer/Planner	\$ 90.00
Senior Project Architect/Engineer/Planner	\$110.00
Project Manager	\$125.00
Senior Project Manager	\$150.00
Vice President	\$225.00
Senior Vice President	\$250.00

The above rates are subject to annual adjustments effective within the first calendar quarter of each year.



[illegible]

**Council Agenda Item: #R6**

**SUMMARY:** The Addison Fire Department has been awarded an Assistance to Firefighters Grant from the Department of Homeland Security in the amount of \$144,151.00. This grant will allow the Fire Department to upgrade all our Motorola mobile (vehicle mounted) and portable (hand held) radios.

**FINANCIAL IMPACT:**

Budgeted Amount: \$0.00

Cost: \$14,415.00 (10 percent local match)

The Fire Department will attempt to absorb the required local match in the FY 2004-05 operating budget. If the matching funds cannot be accommodated in the existing budget, however, a mid-year budget adjustment will be submitted to cover the additional costs.

**BACKGROUND:** In the wake of the September 11, 2001 attack on the United States, one of the lessons learned was the need to improve public safety radio interoperability. Communication interoperability allows various public safety agencies to talk to each other during emergencies that normally operate on different radio frequency channels. This grant award will allow the Fire Department to replace our existing analog radios with digital technology radios and allow us to enhance our communication abilities with surrounding jurisdictions. At some point in the future, public safety radio users will be moved from the 800 Mhz radio frequencies to the 700 Mhz radio frequencies. The new digital radios will only have to be reprogrammed to accomplish this switch as opposed to our current radios that would have to be replaced.

**RECOMMENDATION:**

The Addison Fire Department recommends the approval of an amount not to exceed \$14,415.00 in matching funds in conjunction with the Assistance to Firefighters Grant from the Department of Homeland Security for the purchase of Motorola mobile and hand held radios and support equipment.





## MEMORANDUM

TO: Mayor and Council

FROM: Noel Padden  
Fire Chief

DATE: April 15, 2005

SUBJECT: Approval of Assistance to Firefighters Grant Matching Funds in the Amount of \$14,415.00

On Tuesday April 8, 2003, the Addison Town Council passed resolution number R03-042 that authorized the city manager or designated person to apply for various grants from the Federal Government to enhance the Town of Addison emergency preparedness. In the spring of 2004, the Fire Department submitted a grant proposal to the Department of Homeland Security to enhance our mobile and portable radio interoperability. The Fire Department has been awarded this grant in the amount of \$144,151.00.

This assistance to firefighter grant is a 90/10 matching grant with the Federal government incurring 90% of the cost and the Town of Addison incurring a 10% match. The Fire Department budget does not contain the 10% matching funds in the amount of \$14,415.00. While the Fire Department will make every effort to identify funds within our current budget for this purpose, we cannot commit to funding this amount in our FY 2004-05 budget. This is mainly due to the ever-increasing cost of fuel for our fire and emergency medical vehicles.

In the wake of the September 11, 2001 attack on the United States, one of the most important lessons learned is that many public safety agencies cannot communicate among themselves. The various radios operate on different frequencies and in some cases; different radio manufacturers products are not compatible with their competitor's radio products. For example, the Town of Addison can communicate with emergency services from the Cities of Carrollton and Farmers Branch but not with the Cities of Dallas and Richardson. In the case of the City of Dallas, they operate on a different radio frequency that is not



compatible with ours. In the case of Richardson, their radios are made by Emerson and are not compatible with Addison's that are made by Motorola. This "disconnect" of public safety radios happens all across the United States.

To complicate matters even further, the radio spectrum is fast becoming overloaded. This means that the number of radio frequencies available for use is severely limited. To address this national problem, the Federal Communications Commission is taking action to correct this problem. This includes narrowing the space between existing radio frequencies and moving certain users to other radio frequencies.

This assistance to firefighter grant will allow the Fire Department to replace all our mobile (vehicle mounted) and portable (hand held) 800 Mhz analog radios with 800 Mhz digital radios. The existing analog radios are more than five years old. Replacement equipment includes 13 mobile radios, 25 portable radios and various support equipment such as microphones, spare batteries and battery chargers. The cost of mobile radio installation is also covered within this grant.

This radio equipment will be purchased via the Houston-Galveston Council of Governments Cooperative Purchase Program (HGAC). Since all our current public safety radio equipment including mobile and portable radios and all dispatch consoles and equipment are Motorola, this purchase will be a sole source purchase to Motorola via the HGAC. No product or service is offered by HGAC that has not been subjected to either a competitive bid or competitive proposal process.

The Addison Fire Department recommends the approval of an amount not to exceed \$14,415.00 in matching funds in conjunction with the Assistance to Firefighters Grant from the Department of homeland Security for the purchase of Motorola mobile and hand held radios and support equipment.

Should you have any questions concerning this request, please contact me at your convenience.

Attachment

## **Council Agenda Item: #R7**

### **SUMMARY:**

Council approval is required authorizing the City Manager to enter into an agreement with Pennington Performance Group, for professional services in the amount of \$36,480 for organizational development projects consisting of:

- three Council Retreats (\$8,480)
- one Department Head leadership team retreat (\$3,000)
- and a review of Special Event Planning with staff (\$25,000)

Council approval is also requested authorizing the City Manager to enter into agreements with Pennington Performance Group for “expanded options” of each project listed above not to exceed \$40,000 collectively for:

- observing Council interactions at three meetings and provide two feedback sessions with Mayor and Council (\$3,000)
- provide three individual coaching sessions for each Department Head and Assistant City Managers to include a 360 degree feedback assessment on each person (\$12,000)
- additional ten consulting days of working with staff to further develop options and opportunities to improve special events (\$25,000)

All of these activities will be completed between April 26, 2005 and March 1, 2006.

### **FINANCIAL IMPACT:**

The scope of these projects extends over Fiscal Years 04-05 & 05-06. The final fiscal outlay in each budget year is dependent upon how many, if any of the “expanded project options” are utilized. The first budget projection covers only the basic project and does not include the cost of “expanded options”.

### **BASIC PROJECT COSTS**

Funding for basic project activities completed in whole or in part between, May 2005 through September 2005, will require a budget adjustment of \$33,893 in Fiscal Year 04 – 05.

- \$5,893 for two Council Retreats between May 2005 and September 30, 2005
- \$3,000 for Department Head leadership team retreat
- \$25,000 for Review of Special Event Planning with staff

For the third Council Retreat tentatively scheduled for January 2006, \$2,587 will be included in the City Manager’s budget for Fiscal Year 05 –06.

### **EXPANDED PROJECT COSTS**

Should the scope of the project be expanded an additional budget adjustment up to \$22,500 will be required in Fiscal Year 04 –05:

- \$2,000 for two observations of Mayor / Council interactions
- \$8,000 for two individual coaching sessions with each Departments Head and Assistant City Manager’s

- \$12,500 for five additional consulting days with Special Events Staff
- The City Manager's budget for Fiscal Year 05 –06 will include \$17,500 for:
- \$1,000 for one observation of Mayor / Council interactions
  - \$4,000 for one coaching session with each Department Head and Assistant City Managers
  - \$12,500 for five consulting days with Special Events Staff

## **BACKGROUND:**

Following the May 7, 2005 elections the Town will have a new Mayor with a number of Councilmembers who have not worked together as a team before. Any new group requires time to adjust to the personality and management styles of individual members before they achieve their optimum effectiveness as a single body. The purpose of the Council Retreats is to help speed up the adjustment process by helping individual members better understand their individual strengths and management styles and how they can use these to become a more effective leadership body.

A strength of Addison is the organizational culture that employees and managers use to aid them with their daily decision making. Although the Town's core values remain constant, it is periodically necessary to ensure everyone is on the same page and understands their role in applying these values to the overall goals of the Town. The purpose of the Department Head leadership retreat is to review the Town's culture as a group and how we can use our unique culture to a strategic advantage.

As we continue to expand our role as an "event center" we are constantly engaged in finding new ways to make our already successful events even better. The purpose of exploring ways to take our events to the "next level" is to establish a clear vision of what events mean to Addison and to communicate this vision to our employees to maintain and promote enthusiasm. In addition we will be looking for ways to simplify and standardize event planning for third party events that will help maintain our Addison standards while achieving the goals of those putting on the events.



# Town of Addison

## Proposal for Services

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### SECTION I: COUNCIL EFFECTIVENESS

Purpose: To enable the Addison Town Council to achieve maximum effectiveness as it works together to guide the direction for Addison.

Activities:

1. Conduct three Council Retreats on agreed upon dates between June 2005 and January 2006. Agenda for each session will be generated with input from the Mayor, Council Members, and City Manager. Potential topics include:

Session I:

- Identifying individual strengths and interests
- Increasing communication and teamwork through understanding behavior styles and values
- Identifying group roles to increase effectiveness and build a common goal

Session II:

- Identifying Council Goals for Addison

Session III:

- Follow-up on progress toward goals
- Fine tune Council communication and decision-making processes
- Assess Council performance and make adjustments as needed

Notes: Council retreats will last from four to eight hours based on final agenda developed. DISC and Personal Interests and Values (PIAV) instruments will be utilized to aid communication and team building.

2. Optional Activity: Observe Council interaction, decision-making at up to three Council meetings and/or work sessions with feedback sessions with the Mayor and Council as appropriate.

### SECTION II: ORGANIZATIONAL EFFECTIVENESS

Purpose: To assist senior leaders in making the Addison culture a strategic advantage for the Town through more effective leadership.

Activities:

1. Conduct a one-day leadership team retreat to address challenges and opportunities in making Addison's culture a strategic advantage. The agenda for this session will

be developed with the City Manager and appropriate staff. Projected time frame for conducting the retreat is late summer or early fall.

2. Provide individual coaching with Department Heads and Assistant City Managers (3 sessions each) including a 360 feedback assessment on each person based on identified needs and developmental opportunities.

### **SECTION III: TAKING ADDISON'S EVENTS TO THE NEXT LEVEL**

Purpose: Create and deliver events in a way that further sets Addison apart in terms of safety & security, efficiency, and effectiveness of the experience for participants and staff.

Potential Activities:

An initial meeting was held on April 13, 2005 with Chris Terry and Barbara Kovacevich to discuss the scope of activities. It is anticipated that the project will entail between ten and twenty days of support to accomplish the following strategic goals for Addison's events:

1. Establish a consistent and compelling Vision for events in Addison that clearly articulates the reason why events are important to the Town and the standards Addison wants to achieve with its events (both internal and third party)
2. Create a group of motivated and trained volunteers (Addison Ambassadors) to assist staff in the planning and execution of events.
3. Energize the Addison staff and reinforce an event culture that achieves the following:
  - Makes event participation fun and rewarding
  - Promotes innovative thinking and creativity
  - Enhances the feeling of ownership for event success and visitor experience
  - Creates a sense of excitement around each event
4. Build templates for event planning, management, and execution to improve internal efficiencies and provide outside groups with a blueprint for producing an "Addison quality" event that meets their goals.

Sample tactics and schedules discussed include the following:

- Conduct a visioning meeting with organizational leaders to articulate Addison's goals and guiding principles around events
- Implement Phase I of the Addison Ambassadors program for KaBoom Town in 2005 with refinements in place at Oktober Fest in 2005
- Identify selected committees and sub-committees to enhance the experience at events (technology, kids experience, safety/security, etc.). Committees will begin initial brainstorming prior to KaBoom Town. Ideas that can be implemented quickly and within current budget constraints will be considered for KaBoom Town. Other ideas will be incorporated into the special events budget and implemented at Oktober Fest.



- Provide a special “staff only” break area at events to allow staff to stay fresh during events.
- Develop and implement a model for a staff and volunteer “Pep Rally” prior to each of Addison’s Big 3 events. This will be piloted prior to Taste of Addison in 2005.
- Develop talent descriptions for staff and volunteer positions to ensure we are using people in the best way possible.
- Create an incentive program for performance that significantly enhances visitor experience and/or event efficiency.
- Implement an “Event Season Kick-off” activity to energize staff and volunteers to take place at the end of 2005 or early 2006.

## **PROJECT FEES**

- Maximum fees for services described in this agreement are \$76,480.
  - Planned expenditures: \$36,480
  - Variable expenditures based on need: \$40,000
- All activities will be completed between April 26, 2005 and March 1, 2006.
- Fees will be invoiced on a regular basis at the completion of each activity.

## **Section I: Council Effectiveness**

Three Council Retreats with use of DISC and Personal Interests and Values (PIAV) instruments to aid communication and team building (1 session with the potential to address Council goals for the year)

Optional Activity: Observe Council interaction, decision-making at up to three Council meetings and/or work sessions with two feedback sessions with the Mayor and Council as appropriate.

- Professional Fee for three retreats: \$8,000
- DISC and PIAV assessments for eight participants (Council plus City Manager): \$480 (\$60 per person)
- Professional Fee: \$3,000



## **Section II: Organizational Effectiveness**

Leadership team retreat to address challenges and opportunities in making Addison's culture a competitive advantage (1 day)

- Professional Fee: \$3,000

Optional Activity: Individual coaching with Department Heads and Assistant City Managers (3 sessions each) including a 360 feedback assessment on each person

- Professional Fee: \$1,500 per person (includes 360 assessment) (Up to \$12,000 for eight individuals)

## **Section III: Taking Addison's Events to the Next Level**

Work with Chris Terry and Barbara Kovacevich to identify challenges at existing events, opportunities for improvement, and implementation of ideas leading up to and following the Taste of Addison, KaBoom Town, and Oktober Fest events in 2005.

- Professional Fee: \$25,000 to \$50,000 based on a minimum of ten and not to exceed twenty days of consulting and facilitation in 2005

- Planned Activity: 10 days of consulting time
- Optional Activity: Up to an additional 10 days of consulting time based on need

Proposal submitted by:

Randy G. Pennington  
President  
Pennington Performance Group  
Addison, TX 75001  
972-980-9857

**Council Agenda Item: #R8****SUMMARY:**

Staff requests Council approval of an award of bid in the amount of \$29,200.00 to ASI/Modulex, and authorization for the City manager to enter into contract for the construction and installation of two kiosks in Addison Circle Park to be used by Event sponsors for event signage.

**FINANCIAL IMPACT:**

Budgeted Amount: Item was not budgeted, but funds are available in the fund balance in the hotel fund. Initial estimate for project was:

Approximate cost for two kiosks:	\$55,000.00
Electrical service to two kiosks:	<u>\$ 5,000.00</u>
Total cost for project:	\$60,000.00

**BACKGROUND:**

Staff opened bids on this item on April 12, 2005. Three bids were submitted. Staff processed this bid using a "best value" method instead of a strict low bidder process. Staff wanted to be sure that the quality of the construction for these kiosks was comparable to the high quality of other elements in Addison Circle Park. A "best value" approach is not available for all items the Town bids, but State law does allow this approach to be used on projects such as this one. , "Best value" allows a municipality to select the vendor that it feels has the best combination of relevant experience that will deliver the best final product to the Town. Attached is a chart which lists the criteria used to evaluate the three bids using the "best value" approach.

101 vendors were notified and there were 16 planholders for this bid. There were three bidders on the project. The low bid of \$13,700.00 was submitted by Phillips Signs. Staff has checked references on Phillips Signs, and most of the work completed by Phillips Signs is billboard work. The staff does not believe that Phillips has as much experience with the kiosk construction and installation as ASI/Modulex, the second low bidder at \$29,200.00. ASI/Modulex previous work and references reflected a wider range of work and more complex construction projects. Staff believes that Artografx, which bid \$52,300.00, is not seriously interested in the project.

**RECOMMENDATION:**

Staff believes that awarding the bid to ASI/Modulex will provide the best kiosk to the Town, and recommends the Council award the bid, in the amount of \$29,200.00 to ASI/Modulex, and authorize the City Manager to enter into contract with the firm.

**Event/Sponsor Kiosk for Addison Circle Park  
Bid Evaluation**

	<b>Phillips Signs</b>	<b>ASI/Modulex</b>	<b>Artogرافx</b>
<b>Bid price (20 points max.)</b>	20	10	0
<b>Quality of fleet, equipment, labor communications method, equipment storage and business office (15 points max.)</b>	10	15	15
<b>ability to produce the goods or services requested in a timely manner based upon reference responses to the contractors capabilities on present and previous projects (30 points max.)</b>	15	30	30
<b>performance on similar contracts similar in size and scope of work within the past (3) years (20 points max)</b>	10	20	20
<b>bidder's perceived understanding of the purchaser's needs (15 points max.)</b>	10	15	10
<b>Point totals</b>	65	90	75



Event/Sponsor Kiosks  
Bid NO 05-17

DUE: April 12, 2005  
2:00 PM

BIDDER	SIGNED	Bid Bond	Addendum 1	Base Bid
Phillips Signs	Y	Y	Y	\$13,700.00
ASI/Modulex	Y	Y	Y	\$29,200.00
Autografx	Y	Y	Y	\$52,300.00

*Shanna N. Sims*

Shanna N. Sims, Budget and Procurement Manager

*Mary McDuffey*

Witness